



Utah Counties Insurance Pool

# AGENDA

## BOARD OF TRUSTEES MEETING

Monday, August 13, 2007, 6:00 p.m.  
Old Barn Restaurant at Willow Glen Inn  
3308 North Bulldog Road, Cedar City, UT

6:00 Dinner Provided

6:30 Call to Order

Lynn Lemon

Review of Board Members Absent

Lynn Lemon

Approval of June 1 Meeting Minutes

Lynn Lemon

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### ITEM INFORMATION

1 Presentation on Property Valuation Program

Greg Friz

2 Special Service Districts Insurance Program

Lester Nixon

3 Loss Control Manager's Report

Mark Brady

4 Chief Executive Officer's Report

Lester Nixon

5 Review Second Quarter Financial Statements

Lester Nixon

6 Discuss Amending UCIP's Interlocal Agreement

Lester Nixon

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### ACTION

7 Adopt Resolution to Purchase Property at: 10883 South 700 East, Sandy

Lester Nixon

8 Appoint Committee Members to Fill Steve Baker's Position (Benefits, Bylaws)

Lynn Lemon

9 Adopt Revised Business Plan and Goals for 2007-2008

Lester Nixon

10 Approve Amendments to Bylaws

Kay Blackwell

11 Approve Amended Joint Policy Records Retention

Sonya White

12 Set Date and Time for Closed Meeting  
to Discuss the Pending or Reasonably Imminent Litigation

Lynn Lemon

13 Action on Litigation Matters

Kent Sundberg

14 Set Date and Time for Closed Meeting  
to Discuss the Purchase, Exchange, or Lease of Real Property

Lynn Lemon

15 Action on Real Property Matters

Lynn Lemon

16 Set Date and Time for Closed Meeting  
to Discuss Character, Professional Competence, Physical/Mental Health of an Individual

Lynn Lemon

17 Action on Personnel Matters

Lynn Lemon

18 Ratification and Approval of Payments and Credit Card Transactions

Steve Wall

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Other Business / Schedule Next Meeting

Lynn Lemon







Utah Counties Insurance Pool  
*Supporting Your Goals Since 1992*

## BOARD OF TRUSTEES MEETING

### M I N U T E S

August 13, 2007, 6:00 p.m.  
Old Barn Restaurant, Cedar City, UT

#### BOARD MEMBERS PRESENT

Lynn Lemon, *President*, Cache County Executive  
Kay Blackwell, *Vice President*, Piute County Commissioner  
Steve Wall, *Secretary-Treasurer*, Sevier County Clerk-Auditor  
Bruce Adams, San Juan County Commissioner  
Brad Dee, Weber County Human Resources Director  
Jim Eardley, Washington County Commissioner  
Jerry Hess, Davis County Deputy Attorney  
Jim Nyland, Grand County Sheriff  
Wayne Smith, Iron County Commissioner  
Kent Sundberg, Utah County Deputy Attorney  
Steve White, Utah County Commissioner

#### BOARD MEMBERS ABSENT

Ken Bischoff, Weber County Commissioner  
Karla Johnson, Kane County Clerk-Auditor

#### OTHERS PRESENT

Lester Nixon, Chief Executive Officer  
Mark Brady, Loss Control Manager  
Sonya White, Manager of Administration  
Greg Friz, CBIZ Valuation Group, LLC

#### Call to Order

Following dinner, Lynn Lemon called this meeting of the Utah Counties Insurance Pool Board of Trustees to order at 6:30 p.m. on August 13, 2007 and welcomed those in attendance.

#### Review of Board Members Absent

Ken Bischoff requested to be excused from this meeting due to a death in his family. Karla Johnson requested to be excused from this meeting due to a prior meeting commitment. Steve Wall made a motion to excuse Ken Bischoff and Karla Johnson from this meeting. Jim Eardley seconded the motion, which passed unanimously.

#### Approval of June 1, 2007 Meeting Minutes

The minutes of the Board of Trustees meeting held June 1, 2007 were previously sent to the Board of Trustees for review. Steve Wall made a motion to approve the June 1 meeting minutes as written. Jim Nyland seconded the motion, which passed unanimously.

#### Presentation on Property Valuation Program

Greg Friz, Director of Business Development of CBIZ Valuation Group, presented to the Board the importance of insuring property to value (see attachment #1). Greg explained that re-insurance carriers have passed the burden of accurate property values onto the Pool. If data is accurate and supported then carriers are more inclined to provide better rates. The Pool assumes liability when establishing rates. The benefits of accurate property valuations are: improved risk management, equitable allocation of premiums, insurance to value/underwriting data, supportable values and added member services. Today's property insurance market has more emphasis on underwriting, market specialization, appraisal requirements and

margin clause (carrier may reimburse only up to 25% of the stated value if a loss occurs and the property is underinsured). Some counties may be determining their own property values by using valuation programs such as Marshall and Swift. These types of programs use construction costs and labor demands but other factors, such as water and sewer, are needed to get a true value of a property. When determining square footage counties should have an independent valuation. Greg reviewed a sample building detail report with the Board and explained that the Pool may review valuations prior to the final report being issued. Based on the Pool's 28 Member Counties, with approximately 1,000 insured properties, the annual estimated fee (including expenses) would be \$37,500 with a four year implementation plan. CBIZ serves over 15 Pools nationally and Greg has been serving public entities for over 20 years.

#### Special Service Districts Insurance Program

Lester Nixon reported that if the Board of Trustees would like to change the Joint Policy on Special Service Districts, there is a lot of business to write. Lester has received calls from other entities requesting coverage from the Pool. Special Services Districts are covered by the Pool if they meet the three criteria outlined in the Joint Policy. Special Service Districts are a low risk and would improve the Pool's overall experience base. The Board directed Lester to compile the number of Special Service Districts within the counties and report to the Board at its next meeting.

#### Loss Control Manager's Report

Mark Brady reviewed the survey results from the May 2007 Personnel Workshop with the Board (see attachment #2). 93% of attendees surveyed indicated the Workshop to be excellent/very good. The speakers and topics were exceptional this year and attendance was at 72 (25 counties and two local health departments represented).

UCIP's Workers' Compensation Specialist, Brody Parker, has been working with Grand County to establish a new safety committee; working with Carbon and Weber Counties monitoring noise in the workplace; establishing hearing conservation programs in Carbon, Uintah and Weber Counties; and providing safety training for employees in Utah County.

Mark continues to work with the Law Enforcement Committee on a centralized training program, which will meet the Best Practices Program requirements, and developing model policies and procedures on critical tasks. Mark has met with the counties Information Technology Managers on Electronic Discovery issues. Standards and a model policy for all county IT departments will be developed. Mark is working on scheduling an IT Workshop for March 2008.

Motor Vehicle Reports were due July 2 as a prerequisite of the Best Practices Program. 21 Counties have complied. Renewal Information is due August 31 and all compliance information is due by November 30.

#### Chief Executive Officer's Report

Lester Nixon reviewed his written report with the Board (see attachment #3) and reported on the following:

1. UCIP will receive renewal certification at the October AGRIP Governance Conference in Savannah.
2. The Bylaws Committee met July 19, the Litigation Management Committee met August 10 and the Audit Committee met today, August 13.
3. County Reinsurance Limited (CRL) started its Property Insurance Program July 1. Kansas and North Carolina were its starting members, Nebraska started August 1 and Georgia and Texas will join November 1. UCIP's savings to join CRL will be approximately \$70,000 on the same exposure base as members reported for the 2007 policy program and will have increased coverage limits. CRL's membership will have a common July 1 expiration date. UCIP will build additional equity in CRL by joining its Property Pool. The Coverage Agreement Committee will review the CRL Reinsurance Policy and present it to the Board at its next meeting.
4. The property values reported by UCIP to the reinsurance carriers appear to be understated (see attachment #4). As reported by Greg Friz, the possibility of a reinsurer declining a claim or using a margin clause is real. 15 county buildings, valued by a third party, showed values 26% higher than what was reported to UCIP. If 26% is consistent throughout UCIP's membership then the Pool is reporting exposure undervalued by \$260 million. Lester will prepare an RFP for building valuation services for the Board to review at its next meeting.

5. Lester conducted stewardship visits with Uintah and Utah Counties and in June presented a session on Data Management at the PRIMA Conference.
6. The death of a Uintah County employee, during a search and rescue operation, may have statewide ramifications for UCIP Counties and their volunteers due to a suit that has now been filed by the widow of the employee. In another matter, a Tenth Circuit Court decision states that Tribal Governments and Tribal Courts have no jurisdiction to interfere with State and or Local Governmental activities being carried out within the reservation boundaries as to non-Indian lands and non-Indian activities. This is a huge win in a case against San Juan County; Bruce Adams gave the Trustees a brief report on this matter.

Lester reviewed the Multiline Claims report, as of July 31, with the Board (see attachment #5). Current year open claims are at 59, closed are at 85, with a total paid for 2007 at \$369,182. Total incurred for 2007 is \$693,005 for a loss ratio of 9%. Report for All-Years shows number of open claims is at 167, closed are at 4,710, with a total incurred at \$26,968,361 for a loss ratio of 30%.

Lester reviewed the Workers' Compensation Claims report, as of July 31, with the Board (see attachment #6). Total claims reported for 2007 are at 244 and total claims for all-years are at 1,326 with a total incurred for all-years at \$5,007,805. The Pool may be looking to hire another staff person due to the current number of participants and the number of claims being experienced.

#### Review Second Quarter Financial Statements

Lester Nixon reviewed the Second Quarter Financial Statements, prepared in-house by Sonya White, with the Board (see attachment #7). As recommended by the Auditors of Larson & Company, the Balance Sheet and Account Budgets show a cash basis column and an accrual basis column. There is not a lot of difference between the two columns on the Balance Sheet. Listed accrued items are: Investment Income, Prepaid Expenses, Depreciation, ULAE Reserves, Unearned Premiums, Accounts Payable and Capital Assets. Accrual Basis Accounting is at \$14,847,457 as of June 30 and Cash Basis Accounting is at \$14,039,521. County Reinsurance Limited (CRL) had a 25% return on their investments. UCIP's Capital in CRL has grown from \$441,119 in 2006 to \$555,181 in 2007. The Multiline Budget to Actual is on schedule with the year 50% complete. A Variance Column has been added pursuant to Steve White's request. The Variance is based on Cash Basis; the Audit Committee and Steve agreed that a variance on accrual basis was not necessary. Earnest money for a land purchase will decrease the Building Debt Service item under Equity. Written Premium is down on the Workers' Compensation Budget to Actual statement due to Emery County leaving the Pool. The budget was set prior to the County's voluntary withdrawal. The Employee Benefits Budget to Actual is on schedule for the year. The Administrative Budget to Actual is at 52.94%. Staff is watching the items that are over budget and will report to the Board if the Budget needs to be amended. The Audit Committee will be presenting an amended Investment Policy to the Board at its next meeting.

#### Discuss Amending UCIP's Interlocal Agreement

Lester Nixon explained that the Interlocal Agreement (see attachment #8) is basically a duplicate of the Bylaws and recommended that the Board simplify the Agreement's language so that each time the Bylaws are amended, the Interlocal Agreement doesn't have to be amended as well. Kent Sundberg agreed and explained that there is too much detail in the Agreement. The Board assigned Mark Brady, Jerry Hess and Kent Sundberg to review and simplify the Interlocal Agreement to be presented to the Board at its next meeting.

#### Adopt Resolution to Purchase Property at: 10883 South 700 East, Sandy, Utah

Lester Nixon recommended that the Board adopt a corporate resolution approving the purchase of property in Sandy as required by Metro National Title (see attachment #9). Jim Eardley made a motion to adopt Resolution 2007-1 to proceed with the purchase of property at 10883 South 700 East, Sandy, Utah. Steve White seconded the motion, which passed unanimously.

#### Appoint Committee members to Fill Steve Baker's Position

Steve Wall made a motion to appoint Brad Dee to replace Steve Baker as the Chair of the Benefits Pool Planning Committee. Jim Eardley seconded the motion, which passed unanimously.



Kay Blackwell made a motion to appoint Steve White to replace Steve Baker on the Bylaws Committee. Kent Sundberg seconded the motion, which passed unanimously.

Kent Sundberg made a motion to appoint Wayne Smith to the Audit Committee. Steve White seconded the motion, which passed unanimously.

Steve Wall made a motion to appoint Bruce Adams to the Coverage Agreement Committee. Jim Eardley seconded the motion, which passed unanimously.

#### Adopt Revised Business Plan and Goals for 2007-2008

Lester Nixon provided a copy of the revisions to the UCIP Planning Document (Business Plan) that the Board of Trustees proposed at their Annual Retreat in May (see attachment #10). Following discussion, Wayne Smith made a motion to adopt the revised Business Plan. Steve Wall seconded the motion, which passed unanimously.

#### Approve Amendments to Bylaws

Kay Blackwell reported that the Bylaws Committee proposes the following changes to the UCIP Bylaws: 1) Trustees terms from two to four years; and 2) 120 days notice requirement from members to voluntarily withdraw from any line of coverage (see attachment #11). Article 5.1 is proposed to read: *Trustees serving pursuant to subsections (e)-(h) shall be Designated as "Elected Trustees" and serve ~~two~~ four-year overlapping terms. Trustees serving pursuant to subsections (a)-(d) shall serve for ~~two~~ four-year terms. Trustees serving pursuant to subsections (i)-(k) shall serve for ~~two~~ four-year terms and may be reappointed to subsequent terms by the Board. A Trustee serving pursuant to subsection (i) shall serve a ~~two~~ four-year term ending on December 31 in ~~odd even~~ numbered years between presidential elections. Trustees serving pursuant to subsections (j) and (k) shall serve ~~two~~ four-year terms ending in even-numbered years on December 31 of presidential election years.* A reconfiguration of the current Board, pursuant to this proposed change, was provided to the Board (see attachment #12). New Article 8.3 is proposed to read: Any Member who chooses to withdraw from participation in any single line of coverage must provide timely written notice to the Board. Written notice of withdrawal from any single line of coverage must be made within 120 days prior to the renewal date. Jim Eardley made a motion to approve the amended Bylaws. Kay Blackwell seconded the motion, which passed unanimously.

#### Approve Amended Joint Policy Records Retention

Sonya White recommended that language be added to Series 26105 of the Joint Policy Records Retention Policy to include: Tape recordings of the proceedings of regular and special meetings are used to create the official minutes. Tape recordings will be maintained for one year after approval of the official minutes and then destroyed. Tape recordings of closed meetings will be maintained indefinitely. Steve Wall made a motion to approve the amended Joint Policy Records Retention. Jim Eardley seconded the motion, which passed unanimously.

#### Set Date and Time for Closed Meeting

Steve Wall made a motion to set the date and time for a closed meeting to discuss pending or reasonably imminent litigation for August 13, 2007 at 8:42 p.m. Jerry Hess seconded the motion, which passed unanimously. Board Members present at the closed meeting were: Kay Blackwell, Steve Wall, Bruce Adams, Brad Dee, Jerry Hess, Jim Nyland, Wayne Smith, Kent Sundberg and Steve White; Lynn Lemon and Jim Eardley were excused from this discussion. Others present were: Lester Nixon, Mark Brady, and Sonya White.

Steve Wall made a motion to conclude the closed meeting to discuss pending or reasonably imminent litigation at 8:50 p.m. on August 13, 2007. Kay Blackwell seconded the motion, which passed unanimously.

#### Action on Litigation Matters

Kent Sundberg made a motion authorizing an amount up to \$65,000 for use in mediation in the matter of CAC0000252007. Steve White seconded the motion, which passed; Lynn Lemon abstained.

Kent Sundberg made a motion authorizing an amount up to \$80,000 for equipment repairs in the matter of WAS0000872007. Steve White seconded the motion, which passed; Jim Eardley abstained.

#### Set Date and Time for Closed Meeting

Jerry Hess made a motion to set the date and time for a closed meeting to discuss the purchase, exchange or lease of real property for August 13, 2007 at 8:52 p.m. Jim Eardley seconded the motion, which passed unanimously. Board Members present at the closed meeting were: Lynn Lemon, Kay Blackwell, Steve Wall, Bruce Adams, Brad Dee, Jim Eardley, Jerry Hess, Jim Nyland, Wayne Smith, Kent Sundberg and Steve White. Others present were: Lester Nixon, Mark Brady and Sonya White.

Steve White made a motion to conclude the closed meeting to discuss the purchase, exchange or lease of real property at 9:02 p.m. on August 13, 2007. Jerry Hess seconded the motion, which passed unanimously.

#### Action on Real Property Matters

Jim Eardley made a motion authorizing the purchase of real estate at 10883 South 700 East, Sandy, Utah. Kay Blackwell seconded the motion, which passed unanimously.

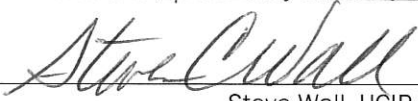
#### Ratification and Approval of Payments and Credit Card Transactions

Steve Wall reviewed the payments made, payments to be made (see attachment #13) and credit card transactions with the Board. Steve Wall made a motion to approve the payments made, payments to be made and credit card transactions. Jim Nyland seconded the motion, which passed unanimously.

#### Other Business

The next meeting of the Board of Trustees is scheduled for October 18, 2007, 9:00 a.m. in Richfield.

Approved on this 18 day of October 2007

  
\_\_\_\_\_  
Steve Wall, UCIP Secretary-Treasurer





## ***Property Appraisals***

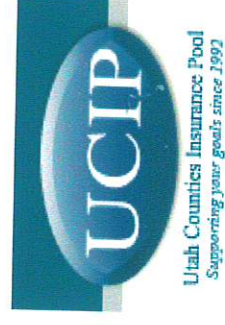
***“The Importance of Insuring to Value”***

***Presented to:  
Utah Counties Insurance Pool  
August 13, 2007***



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Valuation, Financial Advisory and Litigation Support



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***Property Appraisals***


***“The Importance of Insuring to Value”***

***Presented to:***  
***Utah Counties Insurance Pool***  
***August 13, 2007***



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Valuation, Financial Advisory and Litigation Support




Utah Counties Insurance Pool  
Supporting your goals since 1992

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**Presentation Overview**


- Property Valuations-What's the big deal?
- Property Valuations-Benefits
- Changes in the property insurance market
- Items impacting construction costs
- Who should collect your property data?
- Inspection/Valuation basics
- Property Appraisal Reports
- Summary
- UCIP Sample pricing
- CBIZ Overview
- Contact information



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### **Property Valuations – What's the big deal?**

- Re-Insurers have passed the burden of accurate property values onto YOU!
  - Accurate Supportable Data = Better Rates
- Often Values are not reported correctly!!
  - Assessed Value / Market Value / New Construction Cost
- When establishing value, are you assuming liability??
- Construction costs are going up, up, up
- Inaccurate property values can impact you a number of different ways



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### **Property Valuations Benefits**

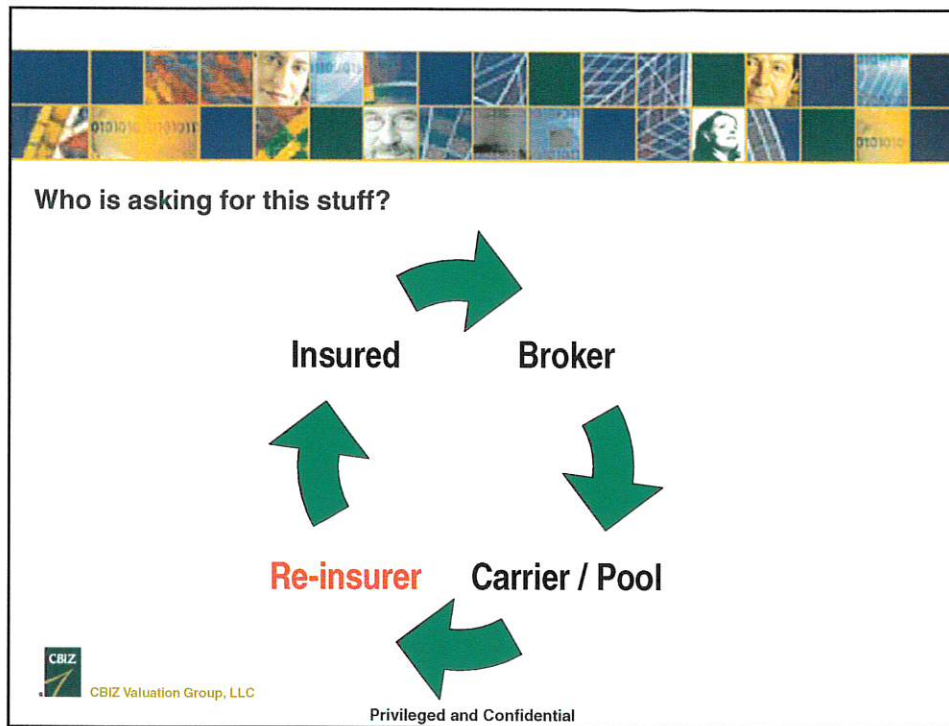
- Improved Risk Management
- Equitable allocation of premiums
- Accurate insurance to value/underwriting data
- Accurate listing of properties
- Supportable values
- Value added member services



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### Changes in the Property Insurance Market

- Emphasis on underwriting
  - Exposure analysis (COPE data)
  - Loss experience analysis
  - Management assessment
- Increased market specialization
- Appraisal requirements of insured property
- Margin clause

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### Items Impacting Construction Costs

- *Petroleum Costs*
- *Developing Countries - China*
- *Natural Disasters*
- *Rita and Katrina impact not fully felt yet*
- *Demand Surge*


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### The Increasing Cost of Construction – In the wake of Katrina/Rita

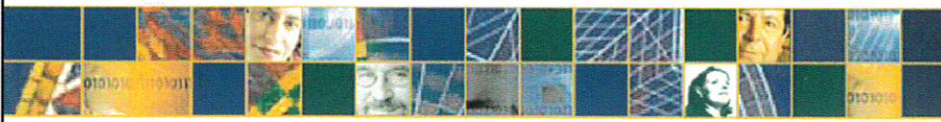
*"The pace of building could slow as a result of Hurricane Katrina, which is raising concerns that the storm could push rising construction costs even higher. A recent study from construction-consulting firm reveals that construction costs rose 13.2 percent over the past year, largely because of increasing oil and gas prices; but John Dunkerley, director of cost-management services for PinnacleOne, expects building costs to rise another 10 percent to 20 percent over the next year or two. Also, the opportunity to make more money in storm-ravaged areas might create labor shortages in other parts of the United States. "Skilled labor is going to pour into Mississippi, Alabama, and Louisiana," says Dunkerley." – THE WALL STREET JOURNAL*

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**Increase in material cost reported by Marshall & Swift for 2006:**

• Lumber	+8.4%	<b>Factors affecting the 2006 increases:</b> <ul style="list-style-type: none"> <li>• Increased demand from US Housing Market</li> <li>• Stockpiling by US contractors</li> <li>• Chilean mining strikes</li> <li>• China's increased building demands</li> <li>• Copper commodity price index</li> </ul>
• Plywood	+8.4%	
• Drywall	+26.3%	
• Asphalt Shingles	+11.7%	
• Felt Roofing Paper	+8.7%	
• Ready Mix	+10.3%	
• Copper Pipe	+124.4%	
• Copper Wire	+125.8%	
• PVC	+21.2%	
• Structural Steel	+13.8%	
• Steel Studs	-2.0% (decrease)	
• Steel Decking	+6.4%	
• Reinforcing Bars	+2.7%	


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**Who Should Collect Your Property Information?**

- Professional Firms
- Ability to address your needs
- Ability to make your job easier
- Can assume the liability
- Can provide a long-term cost effective solution
- Talk to their clients

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### Inspection / Valuation Basics

- Determine Scope of Project
- Schedule Inspection
- Verify Existence of Location(s)
- Determine Major Changes to Property Locations
- Determine Availability of Cost Data
- Determine Square Footage
- Determine Construction Type/Materials
- Collect Pertinent Supplemental Underwriting Data


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### Inspection / Valuation Basics

- Utilize A Uniform Methodology to Collect Data
- Review Data Collected
- Develop Initial Cost Estimates
- Verify Cost Estimates
- Complete Quality Control Process
- Prepare Final Appraisal Reports
- Review Findings with You

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## Property Appraisal Reports

- Master Summary by Member
- Summary Valuation Report
- Detail Valuation Report
- Supplemental COPE data
  - Construction
  - Occupancy
  - Protection
  - Exposure




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Sample Entity  
Inspected: 9/9/2005



**MEMBER DATA**

Member: Sample Entity  
Member ID: 1250

**LOCATION DATA**

Location: 001 Courthouse  
Building ID: 1250001A  
Building Name: Courthouse  
Street Address: 628 Maple Street  
City: Sample City  
County: Calumet  
State: WI  
Zip Code: 53062

**BUILDING DATA**

Occupancy Class: Courthouse  
# of Stories: 2  
Square Footage: 14,654  
Year Built: 1909  
ISO Class: 2-Joisted Masonry  
Alarms: Fire & Security  
Sprinklers: None


**BUILDING FEATURES**

Foundation: Concrete Footings, Concrete Slab on Ground  
Exterior Walls: Concrete  
Roofing: Flat (Single Membrane), Shingle  
Energy Systems: Heating(Forced Air), A/C (Central), Electrical, Plumbing

**NOTES**

Building includes cupola with 4 sided clocktower and 1 passenger elevator.

**BUILDING DETAIL REPORT**




REPLACEMENT COST NEW (RCN):	
Building:	\$2,875,000
Contents:	\$0
Site Improvements:	\$0
<b>Site Total:</b>	<b>\$2,875,000</b>

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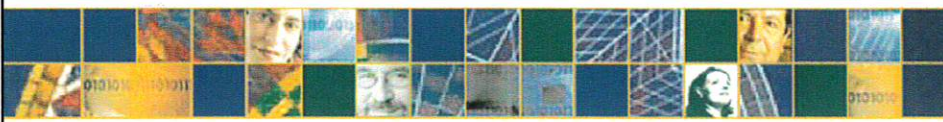


 Utah County Insurance Pool (Non-Profit Corporation 1992)						
BUILDING SUMMARY REPORT						
[..... Replacement Cost New (RCN) .....]						
Dover-Sherborn Regional School District						
SITE	DOVE02	Lindquist Auditorium/Commons	Square Footage	ISO Class	Construction Type	Building
BLDG	DOVE02A	Auditorium 9 Junction Street Dover, MA 02030	12,125	4	Masonry Non-Combustible	\$1,962,700
SITE TOTALS: (1 record)			SQUARE FOOTAGE:	12,125	SITE TOTALS:	\$1,962,700
						\$0
						\$1,962,700
SITE	DOVE05	Frost House School Administration Building	Square Footage	ISO Class	Construction Type	Building
BLDG	DOVE05A	School Administration Building 157 Farm Street Dover, MA 02030	3,890	1	Frame	\$390,400
SITE TOTALS: (1 record)			SQUARE FOOTAGE:	3,890	SITE TOTALS:	\$390,400
						\$0
						\$390,400
SITE	DOVE07	Richard Wakely Gymnasium	Square Footage	ISO Class	Construction Type	Building
BLDG	DOVE07A	Gymnasium 9 Junction Street Dover, MA 02030	23,850	4	Masonry Non-Combustible	\$3,549,800
SITE TOTALS: (1 record)			SQUARE FOOTAGE:	23,850	SITE TOTALS:	\$3,549,800
						\$0
						\$3,549,800
SITE	DOVE08	Middle School Gymnasium	Square Footage	ISO Class	Construction Type	Building
BLDG	DOVE08A	Gymnasium 155 Farm Street Dover, MA 02030	50,000	4	Masonry Non-Combustible	\$7,479,100
SITE TOTALS: (1 record)			SQUARE FOOTAGE:	50,000	SITE TOTALS:	\$7,479,100
						\$0
						\$7,479,100
SITE	DOVE09	Dover-Sherborn High School	Square Footage	ISO Class	Construction Type	Building
BLDG	DOVE09A	High School 9 Junction Street Dover, MA 02030	91,200	4	Masonry Non-Combustible	\$14,955,400
						\$145,000
						\$15,100,400

 Statement of Values - Reconciliation Report														
Add Data														
Line #	Subscriber Name	Line #	Description	Address	Historical Building NRC	Historical Control NRC	Historical Gross Value	New Bldg ID #	New Building NRC	Insurable Land Improvements	Building & Improvements	New Control NRC	New Gross Value	Percentage Change in Value
16			Totals		\$3,161,977	\$368,000	\$3,529,977		\$4,648,053		\$4,737,773	\$247,300	\$5,284,441	49.8%
X 1	Anytown USA	1	Court & Meeting Hall	Elm Street	\$265,000	\$44,444	\$309,444	2560101	\$ 610,009	\$ -	\$610,009	\$ 46,300	\$656,309	112.1%
														Building previously undervalued. Content value previously undervalued.
X 2	Anytown USA	2	Highway Storage Building	Elm Street	\$503,889	\$16,667	\$520,556	2560204	\$ 620,561	\$ -	\$620,561	\$ 20,000	\$640,561	6.7%
														Building previously undervalued. Content value previously undervalued.
X 3	Anytown USA	2	Main Highway Dept. Bldg.	Elm Street	\$380,000	\$31,111	\$411,111	2560201	\$ 420,557	\$ 55,452	\$476,019	\$ 14,000	\$490,557	5.7%
														Building previously undervalued. Content value previously overvalued.
X 4	Anytown USA	2	Highway - Small Garage	Elm Street	\$135,000	\$27,778	\$162,778	2560202	\$ 199,529	\$ -	\$199,529	\$ -	\$199,529	22.6%
														Building previously undervalued. Content value previously overvalued.
X 5	Anytown USA	2	Animal Shelter	Elm Street	\$115,000	\$27,778	\$142,778	2560203	\$ 191,639	\$ 647	\$192,286	\$ 5,000	\$197,286	60.2%
														Building previously undervalued. Content value previously overvalued.
6	Anytown USA	2	Sand Storage	Elm Street	\$115,000	\$27,778	\$142,778	2560203	\$ 191,639	\$ 647	\$192,286	\$ 5,000	\$197,286	60.2%
														Building previously undervalued. Content value previously overvalued.
7	Anytown USA	3	Storage	Maple Avenue	\$27,778	\$5,556	\$33,334	-	\$ -	\$ -	\$ -	\$ -	\$33,334	0.0%
8	Anytown USA	4	Pump House	Maple Avenue	\$22,222	\$13,333	\$35,555	-	\$ -	\$ -	\$ -	\$ -	\$35,555	0.0%
9	Anytown USA	5	Sewage Treatment	Maple Avenue	\$40,888	\$13,333	\$54,221	-	\$ -	\$ -	\$ -	\$ -	\$54,221	0.0%
10	Anytown USA	6	Bus Storage	Maple Avenue	\$65,556	\$66,667	\$132,223	-	\$ -	\$ -	\$ -	\$ -	\$132,223	0.0%
X 11	Anytown USA	7	Town Office	Maple Avenue	\$265,000	\$122,222	\$387,222	2560301	\$ 354,607	\$ -	\$354,607	\$ 128,000	\$482,607	24.6%
														Building previously undervalued. Content value previously undervalued.
X 12	Anytown USA	8	State Police Barracks	Main Street	\$545,000	\$0	\$545,000	2560401	\$ 911,152	\$ 28,302	\$939,454	\$ -	\$911,152	67.2%
														Building previously undervalued. Content value previously undervalued.
X 13	Anytown USA	9	Senior Center	Main Street	\$600,000	\$0	\$600,000	2560501	\$1,339,980	\$ 5,229	\$1,345,219	\$ 34,000	\$1,379,219	129.0%
														Building previously undervalued. Content value previously undervalued.
14	Anytown USA	#	Water Tank	Main Street	\$44,444	\$0	\$44,444	-	\$ -	\$ -	\$ -	\$ -	\$44,444	0.0%
15	Anytown USA	#	Storage Shed	Main Street	\$20,000	\$0	\$20,000	-	\$ -	\$ -	\$ -	\$ -	\$20,000	0.0%
16	Anytown USA	#	Pavilion	Main Street	\$5,200	\$0	\$5,200	-	\$ -	\$ -	\$ -	\$ -	\$5,200	0.0%









## Summary

- Accurate property values are important
- Construction costs have increased
- Good Data = Good Prices
- Know what you need...
- Involve others...
- Outsource it


 CBIZ Valuation Group, LLC

Privileged and Confidential



## Sample UCIP Pricing

- Based on UCIP 28 members with approximately 1,000 insured properties
- Four year implementation plan
  - 25% PROPERTIES INSPECTED EACH YEAR
  - VALUATION UPDATING OF PROPERTIES NOT INSPECTED
  - DELIVERABLES INCLUDE: DETAIL REPORT, SUMMARY REPORT, DATA FILE
- Estimated fee including expenses
  - FOUR YEAR AGREEMENT: \$150,000
  - ANNUAL FEE: \$37,500

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## OVERVIEW: CBIZ Valuation Group, LLC


- Part of CBIZ family of companies. Professional business consulting firm with revenues in excess of \$500,000,000
- Dedicated property valuation practice with 100% retention of our pooling clients
- Current clients include: Arizona Counties Insurance Pool, Virginia Association of Counties, Association County commissioners of Georgia, Utah Local government Insurance Trust
- Recent meeting with County Reinsurance, Limited

 CBIZ Valuation Group, LLC

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## Contact Information



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 www.cbiz.com

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**Davis County  
Schedule of Properties Reviewed**

	<b>Property</b>	<b>Current Limit</b>	<b>Evaluated Limit</b>	<b>Change</b>
<b>1</b>	Public Works Administration Office	\$641,000	\$1,155,230	<b>45%</b>
<b>2</b>	Golden Years Center	\$680,500	\$1,359,953	<b>50%</b>
<b>3</b>	Davis Park Golf Course Clubhouse	\$1,020,099	\$1,577,369	<b>35%</b>
<b>4</b>	Animal Control Shelter	\$1,380,806	\$1,965,101	<b>30%</b>
<b>5</b>	Library (Syracuse)	\$1,387,000	\$1,395,099	<b>1%</b>
<b>6</b>	Library Headquarters	\$1,443,000	\$1,618,875	<b>11%</b>
<b>7</b>	Library Central Branch	\$1,750,000	\$2,039,398	<b>14%</b>
<b>8</b>	Library (Centerville)	\$1,860,000	\$1,872,142	<b>1%</b>
<b>9</b>	Library South Branch	\$2,100,000	\$2,300,258	<b>9%</b>
<b>10</b>	Courthouse Annex Building	\$2,162,000	\$3,951,844	<b>45%</b>
<b>11</b>	Work Release Center	\$2,551,000	\$3,356,393	<b>24%</b>
<b>12</b>	Fair Legacy Center	\$3,570,000	\$6,319,155	<b>44%</b>
<b>13</b>	Courthouse	\$9,500,000	\$13,910,910	<b>32%</b>
<b>14</b>	Davis Conference Center	\$14,000,000	\$14,885,488	<b>6%</b>
<b>15</b>	Criminal Justice Complex	\$26,000,000	\$37,120,351	<b>30%</b>
	<b>Reviewed Locations</b>	<b>\$70,045,405</b>	<b>\$94,827,566</b>	<b>26%</b>
	<b>Non-Reviewed Locations</b>	<b>\$10,030,237</b>	<b>\$10,030,237</b>	
	<b>Total Insured Value</b>	<b>\$80,075,642</b>	<b>\$104,857,803</b>	<b>24%</b>



# BUILDING VALUATIONS REPORTED BY COUNTIES

	2001	2003	2005	2007	INCREASE
<b>CACHE</b>					
Sheriff's Office/Jail	\$6,482,185	\$12,833,050	\$12,833,050	\$14,701,181	55.91%
Administration Building	\$1,357,226	\$2,981,597	\$2,981,597	\$3,498,753	61.21%
<b>DAVIS</b>					
Criminal Justice Complex	\$18,347,467	\$18,772,273	\$19,710,886	\$26,000,000	29.43%
Courthouse	\$4,584,189	\$4,662,317	\$4,895,432	\$9,500,000	51.75%
<b>UTAH</b>					
Security Center	\$30,341,850	\$32,537,800	\$32,537,800	\$33,914,094	10.53%
Administration Building	\$11,809,787	\$12,628,278	\$14,569,688	\$14,734,179	19.85%
<b>WASHINGTON</b>					
Correctional Facility	\$9,855,292	\$10,478,160	\$10,478,160	\$10,648,609	7.45%
Library	\$2,151,318	\$2,487,000	\$2,806,466	\$3,086,719	30.30%
<b>WEBER</b>					
David Eccles Conference Center	\$21,500,000	\$17,582,000	\$17,582,000	\$18,066,939	-19.00%
Jail	\$21,500,000	\$19,949,469	\$19,949,469	\$21,557,003	0.26%

## **Loss Control Manager's Report**

Mark Brady, Loss Control Manager  
Brody Parker, Workers Compensation Specialist  
UCIP Board Meeting  
13 August 2007

### **Personnel Workshop Survey Results:**

**See other sheet.**

### **Workers Compensation Specialist:**

Brody has been working with Grand County to establish a new safety committee. He has also been doing noise monitoring in workplaces in Weber and Carbon Counties. And will also be working to establish hearing conservation programs in Weber, Carbon and Uintah. For the first time, Brody is providing safety training for employees in Utah County.

### **Loss Control Manager:**

Mark continues to work with the Law Enforcement Committee on a centralized training program that meets the Best Practices Requirements. They are also working to develop model policies and procedures on critical tasks.

Mark has met with IT Managers from counties all over the state on Electronic Discovery issues. The IT managers have developed a committee in order to develop standards and a model policy for all county IT departments. There was a consensus among the IT personnel that an annual meeting of IT Managers was both desirable and necessary. We are looking at initiating an IT Workshop in March of 2008.

### **Best Practices Programs:**

Deadlines: July 2, 2007 for Motor Vehicle Reports (Drivers License Checks) 21 counties returned necessary information in on time. This number is down from 27 last year, despite reminder calls being made.

**August 31, 2007** for Policy Renewal Information

**November 30, 2007** for compliance information

**Calendar:**

**Risk Management Certificate:** August 14-16, Cedar City




**Sheriff Association Fall conference:** September 23-25

**Utah Chapter PRIMA Fall Conference:** September 27





# PERSONNEL WORKSHOP, MAY 17-18, 2007, SURVEY RESULTS

## Overall impression of the Workshop:

		Response Percent	Response Count
Excellent		51.9%	27
Very Good		42.3%	22
Average		7.7%	4
Poor		0.0%	0
answered question			52
skipped question			0

## Did you like the format/time schedule of the Workshop?

		Response Percent	Response Count
Yes		90.2%	46
No (explain what would work better for you)	 <a href="#">view</a>	13.7%	7
answered question			51
skipped question			1

## Comment Text

1. But I would prefer an earlier leave time on the last day.
2. The only thing I would suggest is to use the time we have there instead of the afternoon off.
3. overall impression was excellent format and time was great
4. Would prefer one full day and half day rather than two 3/4 days
5. I would like to start at 8:30 or 9:00
6. I did like the format/time schedule, the only thing I would have changed is the days, have it Weds & Thurs instead of Thurs & Fri.
7. Golf in the morning if in St. George - holy hottness!

## How would you rate the presenters?

	excellent	good	average	fair	poor	Rating Average	Response Count
Mark Brady	55.1% (27)	38.8% (19)	6.1% (3)	0.0% (0)	0.0% (0)	1.51	49
Kent Sundberg	54.2% (26)	43.8% (21)	0.0% (0)	2.1% (1)	0.0% (0)	1.50	48
Gary Bushman	34.0% (16)	55.3% (26)	10.6% (5)	0.0% (0)	0.0% (0)	1.77	47
John Willie	32.7% (16)	51.0% (25)	12.2% (6)	4.1% (2)	0.0% (0)	1.88	49
Dennis Green	69.4% (34)	24.5% (12)	6.1% (3)	0.0% (0)	0.0% (0)	1.37	49
Craige Stone	31.9% (15)	55.3% (26)	12.8% (6)	0.0% (0)	0.0% (0)	1.81	47
Gaylyn Larsen	27.1% (13)	52.1% (25)	18.8% (9)	2.1% (1)	0.0% (0)	1.96	48
Brody Parker	44.4% (20)	51.1% (23)	2.2% (1)	2.2% (1)	0.0% (0)	1.62	45
Eric Nielsen	37.0% (17)	43.5% (20)	17.4% (8)	0.0% (0)	2.2% (1)	1.87	46
answered question							52
skipped question							0







### How would you rate the information provided in each presentation?

	excellent	good	average	fair	poor	Rating Average	Response Count
Supreme Court Case on Retaliation (Mark Brady)	51.1% (24)	42.6% (20)	4.3% (2)	2.1% (1)	0.0% (0)	1.57	47
Case Review and Practice Points (Kent Sundberg)	57.4% (27)	36.2% (17)	4.3% (2)	2.1% (1)	0.0% (0)	1.51	47
Interplay Between FMLA and Workers' Compensation (Gary Bushman)	35.4% (17)	41.7% (20)	22.9% (11)	0.0% (0)	0.0% (0)	1.88	48
Pay for Performance (John Willie)	40.8% (20)	44.9% (22)	14.3% (7)	0.0% (0)	0.0% (0)	1.73	49
Organizational Behavior (Dennis Green)	59.2% (29)	34.7% (17)	4.1% (2)	2.0% (1)	0.0% (0)	1.49	49
Pension Protection Act (Craig Stone)	36.2% (17)	48.9% (23)	14.9% (7)	0.0% (0)	0.0% (0)	1.79	47
Background Checks, Interviews and Liability (Gaylyn Larsen)	32.7% (16)	53.1% (26)	12.2% (6)	2.0% (1)	0.0% (0)	1.84	49
Email Retention and e-Discovery Rules (Mark Brady)	44.9% (22)	38.8% (19)	12.2% (6)	2.0% (1)	2.0% (1)	1.78	49
UCIP Update- Governmental Immunity I-9 Processing, Fleet Safety, etc. (Mark Brady)	32.6% (14)	60.5% (26)	2.3% (1)	4.7% (2)	0.0% (0)	1.79	43
Managing Workers' Compensation Claims, OSHA Reports (Brody Parker)	42.2% (19)	46.7% (21)	8.9% (4)	2.2% (1)	0.0% (0)	1.71	45
How to Handle a Hostile Employee (Dr. Eric Nielsen)	42.6% (20)	40.4% (19)	12.8% (6)	2.1% (1)	2.1% (1)	1.81	47
answered question							52
skipped question							0

### How would you rate the panel members and information they provided in the "Recruiting Practices, Screening Process" discussion?

	excellent	good	average	fair	poor	Rating Average	Response Count
Peggy Madsen (Box Elder County)	42.6% (20)	46.8% (22)	10.6% (5)	0.0% (0)	0.0% (0)	1.68	47
Joe McKea (Uintah County)	44.7% (21)	44.7% (21)	10.6% (5)	0.0% (0)	0.0% (0)	1.66	47
David Rowley (Wasatch County)	41.3% (19)	45.7% (21)	13.0% (6)	0.0% (0)	0.0% (0)	1.72	46
Jim Smith (Cache County)	43.5% (20)	43.5% (20)	10.9% (5)	2.2% (1)	0.0% (0)	1.72	46
answered question							47
skipped question							5

### Which Workshop topics were useful/of no use to you?

	Response Percent	Response Count
 Topics of use to me: 	100.0%	39
 Topics of no use to me: 	61.5%	24
answered question		39
skipped question		13




Topics of use to me:

Comment Text
1. All
2. Personnel management/relations
3. Hostile Employee, Background checks, most to do with office management.
4. Pension Protection Act
5. FMLA
6. all
7. Supreme Court Update, Case Reviews/Practice Points, FMLA Workers Comp, Backgrounds, Recruiting Practices, and E-mail Retention
8. I thought all topics were useful
9. Retaliation, FMLS, E-mail issues, Workers comp, hostile employee
10. best/ organizational behavior, pay for performance
11. All of them
12. FMLA WORKER'S COMP
13. Retaliation, Org. Behavior, and Case review
14. Pay for performance, Organizational Behavior
15. all topics were of great value and provide needed information that I have been able to use. The presenters did an excellent job
16. FML & WC, legal update, pension protection
17. Interplay, case review
18. Workers' Compensation, FMLA
19. email retention, panel discussion, case review and practice points
20. Building a High Performance Team
21. All were of some use. I like those that explain how to prevent high insurance costs and how to deal with various employee concerns
22. All topics
23. background investigations/hiring
24. Interplay between FLMA and WC and electronic discovery
25. All were useful
26. ALL
27. Personel information
28. Retaliation topic, case review, e-mail retention, hostile employee topic
29. Background checks; pension protection act
30. All topics were of use
31. Organizational Behavior
32. Dr. Nielsen, Hostile Employee presentation
33. I gained something from every topic

Topics of no use to me:

Comment Text
1. they were all helpful
2. H/R processing etc.
3. Most to do with court cases
4. Building a High Performance Team
5. How to handle a hostile employee
6. none
7. NA
8. all of the topics were of some use to me
9. Recruiting
10. None - I always gain something
11. I found all topics useful
12. Pay for work
13. How to Handle a Hostile Employee and Background Checks, Interviews and Liability
14. None
15. pension protection
16. Pension Protection good but I hear this a lot with my payroll workshops.
17. the rest It was more of an HR training than what I expected It was good for that purpose
18. none
19. each and all had some relevance
20. Case Review and Praticce Point
21. ?
22. Pay for performance
23. How to handle hostile employee
24. I thought the panel was good/but applied more to the smaller counties.

**What did you like best about the 2007 Personnel Workshop?**

	Response Count
 view	35
<b>answered question</b>	<b>35</b>
<b>skipped question</b>	<b>17</b>

**Comment Text**

1. Gaylyn Larsen's presentation
2. Pay for Performance - I thought it was a wonderful idea
3. Most of it was of value
4. It hepled me to understand about some of the things I need to do to benefit the employess and my office.
5. The Golf outings, good presentations
6. I went to hear the two presentations above
7. good location/ good presentations
8. The slide of Mark Brady with those ladies, and...employment/case law updates are always useful and interesting
9. I enjoyed the entire workshop
10. Presenters were well prepared.
11. Felt all the information was beneficial.
12. The chance to interact with other counties and UCIP staff.
13. Location
14. Case review
15. Dennis Green's presentation
16. the picture of Mark Brady
17. case law
18. It was well organized
19. I liked being able to get out early so I had time to do things that evening!!
20. The friendly open atmosphere of the presentations. I also like the panel discussion
21. mark brady
22. Location and information
23. Meeting people and discussing similar problems and solutions.
24. THEY ARE ALWAYS WONDERFUL AND GIVE GREAT INFORMATION.
25. location
26. The change of schedule - more time to enjoy the area
27. discussing common issues with peers
28. Leadership stuff
29. The Format / flowed smoothly
30. Location, good format
31. information presented
32. document retention/ 2nd time for me.
33. Topics, networking, panel discussion

What would you suggest we do differently?

	Response Count
<a href="#">view</a>	19
<b>answered question</b>	<b>19</b>
<b>skipped question</b>	<b>33</b>

**Comment Text**

1. can't think of anything
2. More topics dealing with management and employee relations
3. Nothing
4. nothing
5. I can't think of anything. The workshop runs very smoothly and always offers something valuable to bring back.
6. your doing a great job, topics a great
7. Have an open forum to raise and discuss problems
8. No "free" time
9. I think your pretty well on track. I thought Dr. Nielsen's presentation was excellent, but he spent a lot of time explaining nut jobs and could have spent more time on how to handle them.
10. nothing
11. I prefer a shorter day on the last day so traveling can be accomplished before such a late hour.
12. -
13. perhaps getting others involved; for example, at the Insurance Coord mtg in April, I thought Cindy did a very good job of presenting her info; I'm guessing there are others who can do likewise.
14. I think it is very difficult to provide the detail necessary for an HR and Attorney audience as opposed to dept supervisors e.g. Workers Comp, FMLA, email,
15. It was good
16. No suggestions. You do well each year.
17. More panel discussions, Q&A
18. Nothing. It was great
19. Thought you did a great job.



Where would you like this Workshop to be held next year (location, facility)?

	Response Count
<a href="#">view</a>	35
<b>answered question</b>	<b>35</b>
<b>skipped question</b>	<b>17</b>

**Comment Text**

1. same place
2. How about Park City or Heber City
3. St George was a good location
4. St. George/ Dixie Center
5. St. George is fine with me.
6. It can come back to St. George
7. Park City-not sure of a facility; Davis Conference Center in Layton; Grand America in Salt Lake City, or Dixie Center again.
8. St. George was great. Any place warm.
9. St. George
10. st. george
11. Utah County or somewhere in Norther Utah
12. Here again
13. Red Cliffs Lodge (Moab) (435) 259-2002 convention room rates available
14. Centrally located to all in the state
15. St. George is an excellent city to hold these workshops
16. same
17. St. George
18. ST GEORGE
19. Same place
20. Richfield at the SUU campus, Price if there are facilities available, Tooele
21. same place
22. Utah County
23. Park City (Silver King has fairly good accomodations) or Logan (dont know what their accomodations are)
24. ANYWHERE
25. I like St. George in the spring
26. Moab, St. George, Cedar City, Cache Valley
27. St. Geroge
28. St George
29. Somewhere up north. I like the alternating north/south.
30. eastern Utah
31. Moab resort.
32. Morgan County,
33. Utah County





# **CEO REPORT**

**Report Date: August 13, 2007**

**Period covered by report: from June 1, 2007 to August 13, 2007**

## **BOARD INFORMATION ITEMS**

1. Upcoming Board training opportunities

### **AGRiP Governance & Leadership Conference**

October 29-31, 2007

Hyatt Regency Savannah

Savannah, Georgia

## **COMMITTEE MEETINGS**

1. Bylaws Committee met by telephone July 19.
2. Litigation Management Committee met Friday, August 10.
3. Audit Committee met prior to today's Board meeting, August 13.

## **CRL**

1. CRL's property program is up and running. Two states, Kansas and North Carolina, initiated coverage July 1. Nebraska started August 1 and Georgia and Texas will begin participating on November 1.

CRL has offered UCIP a rate 25% lower than what we are currently paying, from .034 per \$100 of value to .027. Our savings would be approximately \$70,000 on the same exposure base. CRL's reinsurers are requiring that all property participants have a common July 1 expiration date. For UCIP this would mean we would lag any reinsurance price increases by six months; however, as we don't have turnover in membership, I don't consider this to be a problem.

The CRL reinsurance policy that CRL has with its reinsurer is arranged differently than ours and provides broader coverage. I like this form and would like to substitute it for our current form. Therefore, I would like for the Coverage Committee to review this document for possible presentation to the Board of Trustees in October.

I recommend that we commit to purchasing property reinsurance from CRL for the first six months of 2008 and a full year for the 2008-2009 coverage year.

## PROPERTY VALUES

Our current property valuations concern me. If we consistently understate our values and can present no basis for the valuations, the possibility of a reinsurer turning back a claim is real. I have attached a spreadsheet prepared by Sonya from our member database. Members are asked by UCIP to update their values annually. As you can see, this is not consistently happening, and we have high-value buildings that are probably undervalued just by virtue of not being updated per building cost indices.

I have also attached a report prepared by Darryl Child, a local insurance broker. Darryl prepared this report as part of his service contract with Davis County. The 15 buildings valued by Mr. Child, using Marshall-Swift valuation software, are currently undervalued on the UCIP database by 26%. Mr. Child is not a professional building appraiser. The limit shown is the current UCIP value as recorded on our member database. If the 26% is consistent throughout our membership, we are undervalued by \$260 million.

I would like to prepare an RFP for building valuation services and bring it back to the Board in October for approval. I would propose a three or four year rotation, that is, on-site evaluations to be conducted every three to four years.

## CEO ACTIVITIES

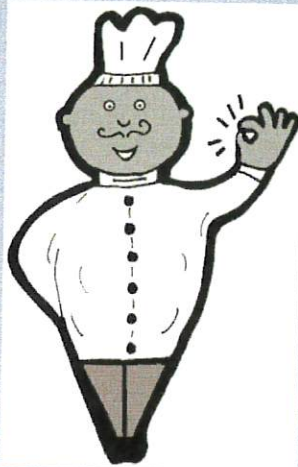
1. Stewardship visits at Uintah and Utah Counties.
2. I attended the PRIMA Conference June 10-13, presenting a session on Data Management.

## COMMENTS

1. The widow and parents of Kevin Orr, the Uintah County deputy who was killed in a helicopter crash during a search and rescue mission, have sued the oil field equipment company and its pilot. This suit has ramifications for our counties and the volunteers who help out in situations like this one.
2. *MacArthur et. al. v. San Juan County, et. al.* It is a huge win. Basically, 10th Circuit says that tribal governments and tribal courts have no jurisdiction to interfere with State and/or local governmental activities being carried out within the reservation boundaries as to non-Indian lands and non-Indian activities



# COOKING UP SUCCESS SAVANNAH STYLE



2007



Governance  
&  
Leadership  
Conference

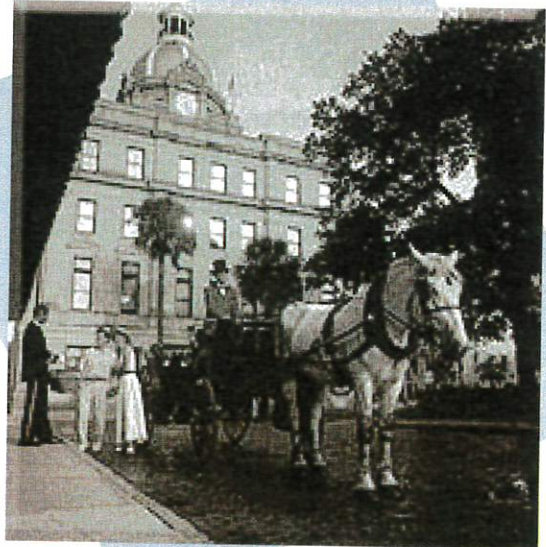
*A Conference for governing board members, staff, AGRiP Partners and all others who have an interest or stake in the governance and leadership process for public entity risk and benefits pools.*

Savannah, "The Most Beautiful City in North America", founded by General James Oglethorpe in 1733 was Georgia's colonial capital. Six historic neighborhoods house the nation's most valuable living collection of 18th and 19th century architecture. Savannah's downtown is the largest national historic landmark district in the United States.

The Hyatt Regency Savannah is located on the scenic waterfront of the Savannah River.

## Conference Highlights

Conferees will experience a variety of sessions and formats on cooperative purchasing for health care, pooling basics, succession planning, paperless board meetings, the future of employer sponsored health care, responsibilities of individual pool members and smart considerations when growth is on the horizon.



Hyatt Regency Savannah

**CONFERENCE FACILITY - The Hyatt Regency Savannah**

**2 W. Bay Street, Savannah, GA 31401**

**Single room rate: \$185.00 - hotel guaranty expires October 2, 2007**

**For reservations call: 1.888.421.1442 or online at**

**[www.agrip.org/semi.html](http://www.agrip.org/semi.html)**

**This brochure, online registration and hotel reservation forms are available at [www.agrip.org](http://www.agrip.org).**



# COOKING UP SUCCESS SAVANNAH STYLE

## 2007 AGRiP GOVERNANCE AND LEADERSHIP CONFERENCE

**Monday Specials - 9:00 am to 4:30 pm**

### Appetizer

Mike Rayburn, known as the Worlds' Funniest Guitar Virtuoso, opens the Conference on Monday, October 29th. Mike is an award-winning speaker and entertainer with a truly unique presentation. He uses his astounding guitar creations, uproarious songs and presentation skills to encourage, challenge and inspire his audiences to step beyond their perceived limitations.



**Classic Recipe - Pooling Basics For Your Pool's Success:** Speakers - **Shawn Bubb, CPA, CIA**, Director of Insurance Services, Montana Schools Group Insurance Authority, and **Barbara Rhoades**, Claims Manager, Ohio Transit Risk Pool

Pooling Basics continues throughout the day: A primer on public entity risk and benefits pooling for those new to their positions as a member of a pool governing body or staff. Participants will receive a copy of the *AGRiP Operations Manual for Public Entity Pools*.

**School Violence - Lessons Learned From Platte Canyon to Columbine:** Speakers - **Cheryle Mangels, CRM, ARM**, Executive Director, Colorado School Districts Self Insurance Pool and **William J. Kowalski, Esq.**, Managing Member, Caplan and Earnest, LLC

From the September 2006 incident at Platte Canyon High School in Colorado to Columbine eight years earlier, discuss the lessons learned from a pool and risk management perspective.

**Special de Jour - Introduction To Claims Management:** Speaker - **Bryan Thomas**, President and CEO, Cannon Cochran Management Services, Inc

Governing body members are not likely to make routine claims decisions, but should recognize key principles and issues their property and casualty claims administrators are expected to know and face. Explore the basics of claims management systems to assure compliance with standards and ways for the board to maintain control and confidence over the process.

**Balanced Diet - Making Informed Legal Decisions:** Speaker - **Stewart Diamond**, President, Ancel, Glink, Diamond, Bush, Dicianni & Krafthefer, PC

Explore how to dissect the decision making process when substantial issues of statutory compliance and/or case law are involved. Learn how to phrase questions and issues when seeking legal advice and when to communicate essential information to counsel in the initial stages of litigation or when litigation seems inevitable.

**Prime Cut - Operational Audit, What You Need To Know:** Speaker - **Pamela C. Woodroffe, CPA**, President, Collins Consulting

Investigate why a pool may decide to perform an operational review, and what should be included in a Request for Proposal, as well as the criteria to consider when evaluating proposals. Examine what to expect during the review and how to prepare board/staff/vendors for the process to maximize the value of the review.

**One Scoop or Two - Getting The Most From Your Claims Audit:** Speaker - **Alan Turnipseed**, Senior Consultant, Risk Navigation Group, LLC

Explore how a claim audit can enhance the client relationship, protect clients' interests and minimize legal exposure. Analyze the foundation of the claim audit, define performance metrics and track performance.

**Smart Growth Stir Fried - Pool Risk And Insurance Management:** Speakers - **Mike Hammond**, Executive Director, Miami Valley Risk Management Association and **Terry Godbold, ACAS, MAAA, FCA**, President, Godbold, Malpere & Company

This session focuses on "planned growth" by analyzing policies concerning new members, product and service offerings and pricing strategies by means of one pool's experience.



# COOKING UP SUCCESS SAVANNAH STYLE

## 2007 AGRIP GOVERNANCE AND LEADERSHIP CONFERENCE

**The Recipe For Cookin' Up Pooling Success - Underwriting Principles:** Speakers - **Greg Trout, MPA, ARM**, President, and **Dan Pliszka, ARM-P**, Manager, Risk Management Consulting, Bickmore Risk Services

Review basic principles of underwriting public entity risks that are necessary to assure a strong and stable pool. Examine traps that can be enticing temptations to overlook these principles.

**Cycling Your Way Through The Pool's Annual Business Cycle:** Speaker - **Noel Klein**, Executive Director, City/County Insurance Services Trust

Learn six phases of the business cycle and activities associated with each phase.

### ———— Tuesday Specials - 7:30 am to 4:30 pm ————

**Do you want grits with those eggs?** Facilitated breakfast discussion groups by lines of coverage.

**Sugar Free - Where Will We Be In Five Years?:** Speaker - **John L. Ward**, Chief Executive Officer, Cincinnatus Partners, LLC

A perspective on trends and issues in the brokering and reinsurance communities and how these trends may affect public entity risk and benefits pooling in the next five years.

**Check, Please - Cooperative Purchasing For Health Care:** Speaker - **Jennifer Hall**, Owner, Health Care Risk Strategies

Frustrated by rapidly rising health care costs, local government leaders in Texas reached out to their risk pools and established the Public Employee Benefits Alliance (PEBA). Learn how cooperative purchasing arrangements have provided numerous benefits both to existing risk pools and to independent groups.

**Counting Calories - Responsibilities Of Individual Pool Members:** Speaker - **Bob Worthington**, Chief Executive Officer, Montana Municipal Insurance Authority

A question being asked throughout the public entity pooling community is, "What are the responsibilities of individual members for participation in a pooled risk program?" How to treat "good" and "bad" members based upon claims and cost to the pool will be examined in this session.

**Training Your Sous Chefs - A 20-Step Process For Pool Staff Succession:** Speaker - **Patrick Ibarra**, Co-founder and Partner, The Mejorando Group

Far from simply training employees and entitling them to a promotion, the purpose of effective succession planning is to help them to be competitive when openings occur. This session will examine how pools and other public entities are approaching the replacement of experienced leadership at all levels within their organizations.

**Ala Carte Or Restricted Menu - Future Of Employer Sponsored Health Care:** Speaker - **Jennifer Hall**, Owner, Health Care Risk Strategies

Learn how various proposed Universal Health Care plans would impact employers. Hall will discuss the current situation with health care cost and quality in the U.S. and provide a review of the history of employer-sponsored health care.

**Main Ingredients - Five Most Important Things I've Learned Since I've Become A Board Member:** Panelists TBA

### ———— Wednesday Specials - 7:30am to Noon ————

**Breakfast medley.** Facilitated breakfast discussion groups with an assortment of functional specialties including actuaries, brokers, accountants, reinsurers, claim adjusters, appraisers, etc.

**Virtual Menus - Paperless Board Meetings:** Speakers - **Lee Gaby**, Consultant, Association Risk Management, Inc. and **Dubravka Romano**, Associate Executive Director of Risk Management, Texas Association of School Boards

Gaby and Romano share their experience with "paperless" Board meetings, including a live demonstration on the use of this technology.

**Table d'hote - Market Panel Topic - Reinsurance Renewals:** Facilitator - **John Nielsen**, ARM, Chief Executive Office, Ohio Transit Risk Pool



Date: \_\_\_\_\_ \*Make copies as needed - use separate form for each registration\*\*\*

**CONFERENCE REGISTRATION FORM**  
**2007 AGRiP Governance and Leadership Conference**  
Hyatt Regency Savannah - October 29-31 - 2007 - Savannah, GA

*Three Ways to Register:* **ONLINE:** [www.agrip.org](http://www.agrip.org); **FAX:** (405) 567-3307 or **MAIL** to AGRiP, see address below. Registration must be received postmarked no later than October 15, 2007, to avoid a \$75 late fee. Refund requests must be in writing; allow 30 days for refunds. Cancellations made after October 15, 2007, will incur a \$100 administrative fee. Confirmation of registration will be emailed to the registrant unless otherwise specified on this form. **Payment is expected within 30 days upon receipt of registration, if not mailed with form.**

**Registrant Information** - Information in this area will be included in the registration list located in the Conference binder.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
(full name, as shown above, will appear on badge) (with Pool/Business)

Pool/Business Name: \_\_\_\_\_

Pool/Business Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Registrant's preferred first name to appear on badge, if other than above: \_\_\_\_\_  
(first name)

Registrant's Email: \_\_\_\_\_

Emergency phone contact during Conference dates: (to be used by registrar only): ( ) \_\_\_\_\_

\_\_\_\_\_  
(emergency contact name)

\_\_\_\_\_  
(relationship to registrant)

Special Accommodations Request: (Please specify): \_\_\_\_\_

**If Registrant is a Pool Trustee or Director:**

Employer: \_\_\_\_\_ Job Title: \_\_\_\_\_  
(with employer)

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**Registration Fees: (Includes Sunday Reception, Monday & Tuesday Lunch)**

- ☐ \$575 Member Pool - First Registrant
- ☐ \$495 Additional Registrant - Each registrant from SAME Member Pool AFTER First Registrant
- ☐ \$575 Partner Member - Person retaining an AGRiP Partner membership or QEI Patron Employees.
- ☐ \$750 All Others
- ☐ \$100 Spouse

**Spouse's Full Name for Badge:** \_\_\_\_\_

- ☐ \$ 75 Late Fee - Applied to registrations postmarked after October 15, 2007

\*I plan to attend: ☐ Sunday Reception ☐ Monday Lunch ☐ Tuesday Lunch

\*Spouse plans to attend: ☐ Sunday Reception ☐ Monday Lunch ☐ Tuesday Lunch

**Single Event Fees: (for persons not registered for the Conference)**

- ☐ \$40 Sunday Reception x \_\_\_\_\_ Number attending = \$ \_\_\_\_\_
- ☐ \$35 Monday Lunch x \_\_\_\_\_ Number attending = \$ \_\_\_\_\_
- ☐ \$35 Tuesday Lunch x \_\_\_\_\_ Number attending = \$ \_\_\_\_\_

\$ \_\_\_\_\_ Amount due this registration

- ☐ Payment Enclosed. Make checks payable to AGRiP

- ☐ P.O. Enclosed

- ☐ Credit Card: Email instructions to (if other than registrant) Name: \_\_\_\_\_ Email: \_\_\_\_\_

Invoice to (if other than registrant) Name: \_\_\_\_\_ Email: \_\_\_\_\_



# UTAH COUNTIES INSURANCE POOL

## Multiline Claims Report

All Years as of 7/31/07

County	Premiums By Year																Loss Ratio	
	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	Total	
Beaver	52,448	59,488	62,415	58,398	59,350	57,972	60,076	62,378	65,378	69,954	68,196	70,907	70,907	60,785	61,521	70,741	1,010,913	12%
Box Elder	147,397	154,421	161,435	171,728	205,051	199,334	192,759	173,386	169,078	167,505	164,987	160,800	163,471	164,995	173,314	192,697	2,762,358	35%
Cache	141,388	148,126	155,132	182,941	217,715	222,812	217,311	201,590	194,768	194,552	187,070	198,194	211,900	198,563	203,591	226,738	3,102,391	33%
Carbon	0	0	0	0	0	0	19,538	78,156	77,154	82,555	95,953	111,413	119,539	137,757	139,908	156,901	1,018,874	34%
Daggett	0	0	0	0	0	0	0	0	39,500	36,735	36,653	41,250	41,793	40,545	41,036	47,186	324,698	24%
Davis	203,457	213,153	222,835	258,907	281,131	301,205	314,277	323,357	345,992	370,211	431,197	430,230	430,230	367,700	372,150	428,524	5,294,556	27%
Duchesne	89,256	93,510	97,757	91,464	95,455	98,610	99,079	99,203	104,173	111,465	114,153	94,179	119,029	119,255	120,698	127,919	1,675,205	45%
Emery	180,429	189,028	197,613	223,434	227,427	218,543	207,432	190,885	177,523	165,096	158,320	163,980	163,980	158,062	159,975	168,105	2,949,832	12%
Garfield	47,724	49,998	52,269	59,711	64,768	69,109	66,532	62,825	64,368	64,364	64,670	68,171	68,171	59,922	60,647	70,186	993,435	12%
Grand	74,960	78,532	82,099	86,330	87,925	93,663	92,749	86,681	83,415	81,599	81,159	92,354	92,354	91,290	95,233	104,632	1,404,975	31%
Iron	101,817	106,669	111,514	130,435	168,363	166,260	159,345	147,452	143,039	140,837	138,724	138,399	151,767	153,363	155,218	178,631	2,291,833	24%
Juab		7,091	66,963	76,026	82,413	87,377	86,154	82,601	88,383	94,570	103,685	115,543	121,785	107,247	108,545	113,960	1,342,344	19%
Kane	30,904	65,070	69,654	65,171	66,234	64,211	61,361	55,592	58,795	62,911	68,292	75,166	80,309	74,072	74,969	86,204	1,058,916	17%
Millard	0	93,012	97,237	90,977	92,461	94,236	97,684	98,702	105,566	112,956	129,444	145,870	145,870	138,163	139,835	162,667	1,744,681	16%
Morgan	0	0	0	0	0	0	0	0	0	0	0	55,504	55,504	48,361	48,946	51,388	259,704	12%
Piute	13,802	14,460	15,116	14,144	14,375	15,436	16,688	17,502	18,727	20,038	21,479	24,950	24,950	22,232	22,501	25,873	302,272	9%
Rich	35,000	36,668	38,333	35,866	36,451	38,797	38,492	36,229	35,251	37,073	36,931	42,009	44,138	44,226	44,761	46,994	627,219	41%
San Juan	85,264	89,327	93,384	106,680	108,595	115,861	120,895	126,700	133,907	143,280	149,915	165,655	165,655	149,487	153,145	163,945	2,071,695	32%
Sanpete	72,363	75,812	79,255	90,537	101,226	97,316	92,364	86,520	83,655	80,766	79,315	82,776	82,776	61,977	62,727	65,855	1,295,239	20%
Sevier	70,103	73,444	76,780	71,836	73,007	79,236	74,564	71,331	70,543	73,361	74,030	81,720	84,987	83,927	84,943	99,848	1,243,660	36%
Tooele	161,445	169,139	176,821	203,375	0	0	0	0	0	0	0	0	182,679	182,679	203,102	236,094	1,515,334	30%
Uintah	95,690	100,250	104,804	124,631	161,373	172,929	181,084	190,368	182,821	189,386	184,522	184,482	184,482	187,388	198,815	224,336	2,667,361	35%
Utah	183,749	197,906	207,163	238,272	274,562	303,934	317,837	323,894	346,567	370,827	414,951	466,001	490,563	442,324	447,677	497,106	5,523,333	40%
Wasatch	73,708	77,242	80,750	91,302	108,024	116,718	122,586	126,649	125,797	134,603	158,244	178,120	178,120	197,895	200,290	210,152	2,180,200	38%
Washington	124,196	130,115	136,025	158,044	193,030	195,913	201,767	180,979	176,172	176,543	183,409	234,403	241,739	230,845	233,638	272,329	3,069,146	36%
Wayne	24,441	33,623	35,549	33,261	33,803	36,176	37,696	39,475	40,968	41,209	39,014	40,448	42,293	40,408	40,897	43,313	602,575	13%
Weber	0	0	0	0	0	0	131,874	219,831	235,219	251,684	392,513	451,062	451,062	518,721	456,521	491,216	3,599,703	41%
UCIP	0	0	0	0	0	0	0	0	0	0	0	973	1,420	5,116	5,178	5,436	18,123	106%
Bear River HD	0	0	0	0	0	0	0	0	0	0	0	8,979	17,957	17,957	18,674	21,473	85,040	1%
Central HD	0	0	0	0	0	0	0	0	0	0	0	5,393	10,785	10,785	10,916	12,551	50,430	4%
Southeast HD	0	0	0	0	0	0	0	0	0	0	0	6,272	12,544	12,544	12,696	13,418	57,474	0%
Southwest HD	0	0	0	0	0	0	0	0	0	0	0	7,600	15,200	15,200	15,384	17,690	71,074	0%
Tooele HD	0	0	0	0	0	0	0	0	0	0	0	2,934	5,868	5,868	5,939	6,829	27,438	0%
TriCounty HD	0	0	0	0	0	0	0	0	0	0	0	4,629	8,500	8,500	8,603	9,032	39,264	24%
Wasatch HD	0	0	0	0	0	0	0	0	0	0	0	1,683	3,366	3,366	3,407	3,917	15,739	20%
Weber-Morgan HD	0	0	0	0	0	0	0	0	0	0	0	7,405	14,810	14,810	14,989	17,236	69,250	4%
Total	2,009,541	2,256,084	2,420,903	2,663,470	2,752,739	2,845,648	3,010,144	3,082,286	3,166,759	3,274,080	3,576,825	3,959,456	4,300,502	4,176,336	4,200,389	4,671,122	52,366,285	30%



# UTAH COUNTIES INSURANCE POOL

## Multiline Claims Report

All Years as of 7/31/07

County	Number Claims		Total Incurred By Year																
	Open	Closed	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	Total
Beaver	3	87	1,454	2,972	7,397	7,953	30,644	15,356	11,783	28,952	10,862	26,351	5,863	6,906	25,534	15,076	3,031	5,823	205,958
Box Elder	8	250	7,960	153,460	53,712	51,568	11,367	23,292	10,189	3,262	115,023	48,523	269,895	126,807	24,283	603,887	98,917	77,598	1,679,744
Cache	7	295	223,764	274,008	140,866	28,527	81,914	35,366	16,318	17,547	93,369	256,513	62,267	59,260	128,683	230,434	68,563	45,476	1,762,875
Carbon	0	70	0	0	0	0	0	0	121,825	30,953	2,389	355,226	22,243	18,193	6,189	22,664	13,818	0	593,500
Daggett	1	20	0	0	0	0	0	0	0	0	2,337	0	23,500	9,680	57,189	35,197	2,220	2,000	132,123
Davis	12	707	73,363	256,424	223,267	111,543	243,774	382,198	71,179	116,748	62,674	170,611	130,552	168,378	198,988	59,436	130,181	24,017	2,423,333
Duchesne	8	174	22,926	76,176	20,774	24,684	13,122	41,632	7,319	77,929	0	49,719	41,242	713,528	44,130	32,051	98,750	26,575	1,290,558
Emery	2	118	82,379	32,961	83,281	8,032	29,143	50,376	23,305	7,079	6,044	6,793	12,759	200,526	24,172	10,880	771	50,951	629,449
Garfield	3	43	5,000	938	2,477	33,445	10,104	0	9,873	0	295	40,000	14,785	11,963	11,640	20,267	50,000	1,000	211,788
Grand	4	123	6,812	43,012	2,938	2,947	60,804	714	24,782	19,438	43,324	21,713	2,336	443,733	8,620	42,419	17,252	11,135	751,979
Iron	11	155	911	289,361	128,551	14,643	2,917	8,793	96,256	4,339	19,653	69,944	95,048	51,125	18,121	63,619	19,136	79,218	961,636
Juab	6	60	0	32,718	67,707	5,631	22,838	17,236	172,902	5,501	16,155	33,471	14,661	140	573	11,497	15,439	18,511	434,979
Kane	2	73	0	0	7,777	6,992	4,493	0	135,261	4,143	22,024	14,790	28,992	22,578	16,137	26,992	21,907	3,134	315,219
Millard	3	155	0	2,669	21,738	90,130	40,832	8,821	99,179	22,767	42,468	10,134	50,487	21,171	29,974	19,850	5,949	9,011	475,180
Morgan	4	20	0	0	0	0	0	0	0	0	0	0	0	0	45,469	880	6,479	2,116	54,944
Piute	1	4	0	0	0	0	7,174	0	0	0	0	6,875	30,000	0	0	0	0	0	44,048
Rich	2	21	777	800	1,630	5,788	1,947	0	10,407	400,000	849	0	480	0	675	4,437	10,752	0	438,541
San Juan	4	167	52,355	21,010	8,957	58,771	19,226	5,522	94,754	40,475	27,928	40,922	4,017	228,676	482,415	28,836	7,485	27,561	1,148,912
Sanpete	4	119	79,147	15,711	17,474	132,546	5,299	1,776	2,075	28,068	32,904	17,424	36,932	4,355	1,006	27,166	8,575	22,620	433,080
Sevier	9	111	7,604	8,879	22,863	7,316	2,837	14,415	16,907	1,530	14,861	2,434	233,746	6,976	81,358	37,352	265,648	50,000	774,728
Tooele	6	134	42,882	215,726	75,689	29,067	0	0	0	0	0	0	0	0	37,967	267,371	62,449	36,147	767,298
Uintah	3	223	185,199	39,623	202,953	46,706	61,641	84,256	40,240	61,638	6,349	144,110	450,061	101,945	74,027	55,561	36,821	9,720	1,600,850
Utah	32	632	154,286	125,687	191,225	152,602	134,502	216,008	274,926	104,271	105,589	315,290	26,186	215,302	486,193	744,291	514,332	66,714	3,827,402
Wasatch	4	127	15,946	17,620	160,236	53,121	74,388	357,315	3,649	181,369	14,758	32,988	298,061	56,900	68,965	61,011	5,375	4,000	1,405,701
Washington	9	334	165,231	64,911	112,514	53,944	41,792	7,024	182,097	171,882	14,761	53,525	66,890	594,399	120,346	98,593	37,989	104,416	1,890,313
Wayne	1	17	1,202	0	202	0	23,831	569	23,849	0	0	0	65,786	644	0	623	14,592	0	131,299
Weber	17	457	0	0	0	0	0	0	39,412	437,887	512,219	513,378	67,585	229,908	483,420	52,539	168,674	13,262	2,518,284
UCIP	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32,920	0	32,920
Bear River HD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1,692	0	0	0	1,692
Central HD	0	3	0	0	0	0	0	0	0	0	0	0	0	3,312	0	0	0	0	3,312
Southeast HD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Southwest HD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tooele HD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TriCounty HD	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	16,164	0	0	16,164
Wasatch HD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,467	0	5,467
Weber-Morgan HD	1	4	0	0	0	0	0	0	0	0	0	0	0	0	978	2,106	0	2,000	5,085
<b>Total</b>	<b>167</b>	<b>4,710</b>	<b>1,129,196</b>	<b>1,674,666</b>	<b>1,554,229</b>	<b>925,955</b>	<b>924,590</b>	<b>1,270,670</b>	<b>1,488,487</b>	<b>1,765,780</b>	<b>1,166,836</b>	<b>2,230,733</b>	<b>2,054,375</b>	<b>3,296,404</b>	<b>2,478,744</b>	<b>2,591,200</b>	<b>1,723,493</b>	<b>693,005</b>	<b>26,968,361</b>

# UTAH COUNTIES INSURANCE POOL

## Multiline Claims Report

YTD as of 7/31/07

COUNTY	PREMIUM	NUMBER of CLAIMS YTD		TOTAL PAID	TOTAL RESERVES	TOTAL INCURRED	LOSS RATIO
		Open	Closed				
Beaver	70,741	1	3	823	5,000	5,823	5%
Box Elder	192,697	3	6	49,598	28,000	77,598	23%
Cache	226,738	3	2	18,778	26,698	45,476	12%
Carbon	156,901	0	0	0	0	0	0%
Daggett	47,186	1	0	618	1,382	2,000	2%
Davis	428,524	4	9	10,195	13,822	24,017	3%
Duchesne	127,919	1	10	19,344	7,231	26,575	12%
Emery	168,105	1	4	50,064	887	50,951	18%
Garfield	70,186	1	0	0	1,000	1,000	1%
Grand	104,632	1	1	10,244	891	11,135	6%
Iron	178,631	6	1	2,446	76,772	79,218	26%
Juab	113,960	6	1	15,853	2,658	18,511	9%
Kane	86,204	0	3	3,134	0	3,134	2%
Millard	162,667	2	2	511	8,500	9,011	3%
Morgan	51,388	1	1	1,819	296	2,116	2%
Piute	25,873	0	0	0	0	0	0%
Rich	46,994	0	0	0	0	0	0%
San Juan	163,945	1	3	27,561	0	27,561	10%
Sanpete	65,855	1	3	8,739	13,881	22,620	20%
Sevier	99,848	3	0	13,363	36,638	50,000	29%
Tooele	236,094	2	7	6,647	29,500	36,147	9%
Uintah	224,336	0	6	9,720	0	9,720	3%
Utah	497,106	8	5	14,344	52,370	66,714	8%
Wasatch	210,152	1	1	2,148	1,852	4,000	1%
Washington	272,329	3	6	93,844	10,572	104,416	22%
Wayne	43,313	0	0	0	0	0	0%
Weber	491,216	8	11	9,388	3,874	13,262	2%
UCIP	5,436	0	0	0	0	0	0%
Bear River HD	21,473	0	0	0	0	0	0%
Central HD	12,551	0	0	0	0	0	0%
Southeast HD	13,418	0	0	0	0	0	0%
Southwest HD	17,690	0	0	0	0	0	0%
Tooele HD	6,829	0	0	0	0	0	0%
Tri-County	9,032	0	0	0	0	0	0%
Wasatch HD	3,917	0	0	0	0	0	0%
Weber-Morgan	17,236	1	0	0	2,000	2,000	7%
<b>TOTALS</b>	<b>\$4,671,122</b>	<b>59</b>	<b>85</b>	<b>369,182</b>	<b>323,823</b>	<b>693,005</b>	<b>9%</b>







Utah Counties Insurance Pool  
Serving Counties Since 1992

## County Total Claim Counts

COUNTY	Policy Start	2004	2005	2006	2007	Total Paid	2007 Incurred
Cache County	07/01/2004	18	36	33	15		14,950
Carbon County	01/01/2004	20	18	13	7	113.09	5,300
Daggett County	01/01/2004	3	3	3	1	22.33	1,500
Duchesne County	01/01/2004	8	4	11	2		1,700
Emery County	01/01/2004	8	8	7	0		
Garfield County	01/01/2004	6	3	5	1		4,000
Grand County	01/01/2004	8	9	9	8	2,863.77	15,800
Iron County	01/01/2004	22	25	29	19	3,701.95	52,106
Juab County	01/01/2004	5	5	6	4		37,419
Kane County	07/01/2004	2	6	7	5	4,058.42	12,216
Millard County	01/01/2004	12	19	19	10		9,050
Morgan County	01/01/2004	2	2	2	1		900
Piute County	02/01/2004	0	0	0	0		
Rich County	02/01/2004	1	4	1	2		1,800
San Juan County	01/01/2004	22	17	8	5		7,900
Sanpete County	01/01/2004	4	1	2	1		500
Sevier County	01/01/2004	16	11	16	8		7,050
Summit County	01/01/2004	n/a	21	22	8	1,623.00	14,216
Tooele County	01/01/2005	n/a	25	25	11	2,229.38	80,587
Uintah County	01/01/2004	29	20	28	14	8,046.54	80,860
Utah County	04/01/2004	52	71	69	51	993.72	113,612
Wasatch County	01/01/2005	n/a	10	9	7	682.00	95,046
Washington County	06/01/2006	n/a	n/a	15	18		29,653
Wayne County	01/01/2004	1	1	0	0		
Weber County	06/01/2004	36	71	67	30	2,415.63	65,790
UCIP	01/01/2004	0	0	0	0		
Wasatch Mental Health	07/01/2005	n/a	7	11	10	13.15	8,750
Bear River Health	07/01/2006	n/a	n/a	2	3	211.31	3,000

<b>Total</b>	<b>244</b>	<b>\$28,526.84</b>	<b>\$666,927</b>
<b>All Years</b>	<b>1,326</b>	<b>\$1,915,151.82</b>	<b>\$5,007,805.35</b>





Utah Counties Insurance Pool  
*Supporting Your Goals Since 1992*

## FINANCIAL STATEMENTS

Month Ending June 30, 2007

To the Board of Trustees:

I have compiled the accompanying, in-house prepared, unaudited account balances arising from cash transactions and from accrual transaction of the Utah Counties Insurance Pool as of 6/30/07 and accompanying notes to basic financial statements.

Sonya White  
Manager of Administration  
801-565-8500  
[sonya@ucip.utah.gov](mailto:sonya@ucip.utah.gov)

Reviewed this 3<sup>rd</sup> day of August, 2007

By: Lester Nijon



## UTAH COUNTIES INSURANCE POOL

Balance Sheet  
June 30, 2007 and 2006

	Accrual 2007	Cash 2007	Cash 2006
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Cash &amp; Cash Equivalents</b>			
PTIF 1395	2,889,631.92	2,889,631.92	1,107,968.60
PTIF 4651	1,537,502.66	1,537,502.66	0.00
Expense	2,763.46	2,763.46	15,169.37
Claims	6,447.72	6,447.72	4,347.90
HRA	8,156.46	8,156.46	7,271.34
Restricted	0.00	0.00	16,676.67
UBS Securities	21,673.19	21,673.19	7,978.54
WF Securities	21,867.44	21,867.44	162,153.88
EB Expense	3,418.43	3,418.43	157,418.40
WC Expense	55,302.36	55,302.36	27,755.10
WC Claims	25,537.13	25,537.13	3,555.36
Total Cash	4,572,300.77	4,572,300.77	1,510,295.16
<b>Receivables</b>			
Accounts Receivable	9,127.41	9,127.41	32,050.76
Accrued Investment Income	127,479.38	0.00	0.00
Total Receivables	136,606.79	9,127.41	32,050.76
<b>Prepaid</b>			
Prepaid Expenses	767,887.19	0.00	0.00
Total Prepays	767,887.19	0.00	0.00
<b>Investments</b>			
Restricted	0.00	0.00	1,114,243.81
Restricted CRL Capital	555,181.00	555,181.00	441,119.00
Unrestricted	8,714,332.71	8,714,332.71	9,192,449.15
Total Investments	9,269,513.71	9,269,513.71	10,747,811.96
<b>Fixed Assets</b>			
Capital	214,539.00	214,539.00	154,867.00
Depreciation	-113,390.00	-25,959.00	-36,205.00
Total Fixed	101,149.00	188,580.00	118,662.00
Total Assets	14,847,457.46	14,039,521.89	12,408,819.88
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
IBNR Reserves	3,332,818.00	3,650,118.00	3,235,630.00
Loss Reserves	3,825,469.00	3,825,469.00	3,122,962.00
ULAE Reserves	317,300.00	0.00	0.00
Unearned Premiums	3,521,630.00	0.00	0.00
Accounts Payable	981,572.00	0.00	0.00
Payroll Liabilities	113.13	113.13	0.00
Sick Leave Payable	52,866.32	52,866.32	50,795.88
Vacation Payable	14,995.11	14,995.11	13,174.13
Total Current	12,046,763.56	7,543,561.56	6,422,562.01
<b>Equity</b>			
Invested in Capital Assets	101,149.00	0.00	0.00
Restricted Building	249,411.08	249,411.08	65,680.25
Restricted Automobile	43,697.80	43,697.80	55,941.25
Unrestricted	2,406,436.02	6,202,851.45	5,864,636.37
Total Long Term	2,800,693.90	6,495,960.33	5,986,257.87
Total Liabilities	14,847,457.46	14,039,521.89	12,408,819.88

## UTAH COUNTIES INSURANCE POOL

## Multiline Budget to Actual Comparison

For the Month Ending June 30, 2007

	Budget	Y-T-D Actual	\$ Over Budget	% of Budget	Accrual	Variance
<b>Revenue</b>						
Premiums Written	4,656,499.00	4,669,922.00	13,423.00	100.29%	2,334,961.00	0.29%
Best Practices Program Credit	-160,000.00	-179,607.00	-19,607.00	112.25%	-179,607.00	12.25%
Investment Income	510,000.00	264,031.45	-245,968.55	51.77%	132,015.73	-48.23%
Total Revenue	5,006,499.00	4,754,346.45	-252,152.55	94.96%	2,287,369.73	-5.04%
<b>Losses and Loss Expenses</b>						
Prior Year Losses	2,024,221.00	1,115,733.19	-908,487.81	55.12%	557,866.60	-44.88%
Current Year Losses	800,000.00	319,537.67	-480,462.33	39.94%	159,768.84	-60.06%
Reinsurance	1,069,153.00	1,048,957.31	-20,195.69	98.11%	524,478.66	-1.89%
Total Loss Expenses	3,893,374.00	2,484,228.17	-1,409,145.83	63.81%	1,242,114.09	-36.19%
<b>Administration Expenses</b>						
Accounting	10,000.00	8,072.32	-1,927.68	80.72%	8,072.32	-19.28%
Actuarial Analysis	8,500.00	4,250.00	-4,250.00	50.00%	4,250.00	-50.00%
Total Administration	18,500.00	12,322.32	-6,177.68	66.61%	12,322.32	-33.39%
Total Losses and Expenses	3,911,874.00	2,496,550.49	-1,415,323.51	63.82%	1,254,436.41	-36.18%
Transfer to Administration Budget	1,094,625.00	547,312.50	-547,312.50	50.00%	1,032,933.32	-50.00%
<b>Equity / Reserves</b>						
Automobile	43,697.80					
Building Debt Service	221,241.08					
Building Repairs & Replacement	28,170.00					
Capital (CRL)	396,907.00					
Total Designated Reserves	690,015.88					

## Note:

This year is 50.00% compete

**UTAH COUNTIES INSURANCE POOL**  
**Workers' Compensation Budget to Actual Comparison**  
**For the Month Ending June 30, 2007**

	<u>Budget</u>	<u>Y-T-D Actual</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Accrual</u>	<u>Variance</u>
<b>Revenue</b>						
Premiums Written	2,445,431.00	2,373,338.00	-72,093.00	97.05%	1,186,669.00	-2.95%
Best Practices Program Credit	-50,000.00	-50,988.00	-988.00	101.98%	-50,988.00	1.98%
Investment Income	55,000.00	27,500.04	-27,499.96	50.00%	13,750.02	-50.00%
Total Revenue	2,450,431.00	2,349,850.04	-100,580.96	95.90%	1,149,431.02	-4.10%
<b>Losses and Loss Expenses</b>						
Prior Years Losses	1,361,667.00	478,095.41	-883,571.59	35.11%	239,047.71	-64.89%
Current Year Losses	300,000.00	103,873.45	-196,126.55	34.62%	51,936.73	-65.38%
Reinsurance	395,000.00	430,466.00	35,466.00	108.98%	215,233.00	8.98%
Third Party Administrator	30,000.00	29.70	-29,970.30	0.10%	14.85	-99.90%
Total Loss Expenses	2,086,667.00	1,012,464.56	-1,074,202.44	48.52%	506,232.28	-51.48%
<b>Administration Expenses</b>						
Accounting	7,500.00	6,360.35	-1,139.65	84.81%	6,360.35	-15.20%
Actuarial Analysis	8,500.00	4,250.00	-4,250.00	50.00%	4,250.00	-50.00%
Consultant	21,000.00	10,350.00	-10,650.00	49.29%	10,350.00	-50.71%
Self-Insurer's Bond	0.00	0.00	0.00	0.00%	0.00	0.00%
Self-Insurer's Tax	70,000.00	66,946.00	-3,054.00	95.64%	33,473.00	-4.36%
Total Administration	107,000.00	87,906.35	-19,093.65	82.16%	54,433.35	-17.84%
Total Losses and Expenses	2,193,667.00	1,100,370.91	-1,093,296.09	50.16%	451,798.93	-49.84%
Transfer to Administration Budget	256,764.00	128,382.00	-128,382.00	50.00%	697,632.09	-50.00%
<b>Equity / Reserves</b>						
Capital (CRL)	158,274.00					
Total Equity	158,274.00					

**Note:**  
This year is 50.00% complete

**UTAH COUNTIES INSURANCE POOL**  
**Employee Benefits Budget to Actual Comparison**  
**For the Month Ending June 30, 2007**

	Budget	Y-T-D Actual	\$ Over Budget	% of Budget	Accrual	Variance
<b>Revenue</b>						
Premiums Written	7,200,000.00	2,956,013.38	-4,243,986.62	41.06%	1,478,006.69	-58.94%
Program Management Fees	50,000.00	17,336.00	-32,664.00	34.67%	17,336.00	-65.33%
Investment Income	35,000.00	17,500.00	-17,500.00	50.00%	8,750.00	-50.00%
Total Revenue	7,285,000.00	2,990,849.38	-4,294,150.62	41.06%	1,504,092.69	-58.95%
<b>Expenses</b>						
Accounting	2,000.00	1,494.47	-505.53	74.72%	1,494.47	-25.28%
Audit	2,000.00	0.00	-2,000.00	0.00%	0.00	-100.00%
Premiums Paid to OptiCare	40,000.00	27,814.54	-12,185.46	69.54%	27,814.54	-30.46%
Premiums Paid to PEHP	7,160,000.00	2,597,257.23	-4,562,742.77	36.28%	2,597,257.23	-63.73%
Total Expenses	7,204,000.00	2,626,566.24	-4,577,433.76	36.46%	2,626,566.24	-63.54%
Transfer to Administration Budget	81,000.00	40,500.00	-40,500.00	50.00%	-1,122,473.55	-50.00%

**Note:**  
This year is 50.00% complete



**UTAH COUNTIES INSURANCE POOL**  
**Administration Budget to Actual Comparison**  
**For the Month Ending June 30, 2007**

	Budget	Y-T-D Actual	\$ Over Budget	% of Budget	Accrual	Variance
<b>Transfers</b>						
Employee Benefits	81,000.00	40,500.00	-40,500.00	50.00%	20,250.00	-50.00%
Multiline	1,094,625.00	547,312.50	-547,312.50	50.00%	273,656.25	-50.00%
Workers' Compensation	256,764.00	128,382.00	-128,382.00	50.00%	64,191.00	-50.00%
Total Transfers	1,432,389.00	716,194.50	-716,194.50	50.00%	358,097.25	-50.00%
<b>Administration Expenses</b>						
Automobile Expense	9,500.00	7,636.57	-1,863.43	80.39%	7,636.57	-19.62%
Automobile Reserve	25,000.00	0.00	-25,000.00	0.00%	0.00	-100.00%
Bank Charges	300.00	86.20	-213.80	28.73%	86.20	-71.27%
Board Expense	45,000.00	32,876.83	-12,123.17	73.06%	32,876.83	-26.94%
Building Lease	70,000.00	35,401.88	-34,598.12	50.57%	35,401.88	-49.43%
Copying Costs	6,000.00	3,445.89	-2,554.11	57.43%	3,445.89	-42.57%
Depreciation	75,000.00	25,959.00	-49,041.00	34.61%	12,979.50	-65.39%
Dues / Subscriptions	6,000.00	2,681.40	-3,318.60	44.69%	2,681.40	-55.31%
Exhibiting & Sponsorship	17,000.00	6,208.18	-10,791.82	36.52%	6,208.18	-63.48%
Fees & Licensing	1,000.00	6.00	-994.00	0.60%	6.00	-99.40%
Incentives	5,000.00	2,784.82	-2,215.18	55.70%	2,784.82	-44.30%
Information Technology	85,000.00	42,429.89	-42,570.11	49.92%	42,429.89	-50.08%
Land Use Hotline	15,000.00	3,170.70	-11,829.30	21.14%	3,170.70	-78.86%
Lobbying & Legislative Tracking	15,000.00	783.33	-14,216.67	5.22%	783.33	-94.78%
Loss Control / Training	55,000.00	32,336.43	-22,663.57	58.79%	32,336.43	-41.21%
Office Equipment	7,000.00	964.48	-6,035.52	13.78%	964.48	-86.22%
Office Insurance	5,600.00	5,968.00	368.00	106.57%	2,984.00	6.57%
Office Supplies	7,500.00	4,057.44	-3,442.56	54.10%	4,057.44	-45.90%
Postage	4,000.00	2,859.65	-1,140.35	71.49%	2,859.65	-28.51%
Printing	2,500.00	3,307.42	807.42	132.30%	3,307.42	32.30%
Professional Fees	35,000.00	10,399.92	-24,600.08	29.71%	10,399.92	-70.29%
Property Placement Fee	60,000.00	60,000.00	0.00	100.00%	30,000.00	0.00%
Staff Expenses	40,000.00	25,629.60	-14,370.40	64.07%	25,629.60	-35.93%
Staff Medical Insurance	109,814.00	76,169.73	-33,644.27	69.36%	76,169.73	-30.64%
Staff Payroll Expenses	42,002.00	21,624.77	-20,377.23	51.49%	21,624.77	-48.51%
Staff Retirement	134,130.00	66,344.61	-67,785.39	49.46%	66,344.61	-50.54%
Staff Salaries	549,043.00	281,065.55	-267,977.45	51.19%	281,065.55	-48.81%
Telephone	6,000.00	4,148.11	-1,851.89	69.14%	4,148.11	-30.86%
Total Administration	1,432,389.00	758,346.40	-674,042.60	52.94%	758,346.40	-47.06%

**Note:**

This year is 50.00% complete

## **UTAH COUNTIES INSURANCE POOL**

### **Notes to Basic Financial Statements**

#### **Reserves for Losses and Loss Adjustment Expenses**

The reserves for losses and loss adjustment expenses include an amount determined from individual case estimates and loss reports and an amount based on past experience for losses incurred but not reported. Such liabilities are necessarily based on assumptions and estimates and while management believes that amounts are adequate, the ultimate liability may be in excess of or less than the amount provided. The methods for making such estimates and for establishing the resulting liabilities are continually reviewed and any adjustments are reflected in the period determined.

#### **Investments**

Investments are comprised of various U.S. Government securities. Investments in U.S. Government securities for June 30, 2007 and 2006 consisted of held-to-maturity securities.

Held-to-maturity securities are reported at cost, adjusted for amortization of premiums and accretion of discounts that are recognized in interest income using the effective interest method over the period to maturity.

The investment in County Reinsurance, Limited (CRL) is valued using the equity method of accounting. Under the equity method, the Pool recognizes its share in the net earnings or losses of the company as they occur rather than as dividends are received.

#### **Restricted Investments**

The Utah Labor Commission, Division of Industrial Accidents, has required the Pool to post and maintain a restricted account in the amount of \$1,500,000 with the Public Treasurers' Investment Fund (PTIF). This account would be used by the Division in the event of a default by the Pool on its Workers' Compensation program obligations. Investment earnings on the account accrues to the Pool.

The investment that is restricted for CRL is equity in CRL that the Pool may not access until it has been a member of CRL for at least five years. The Pool's membership in CRL began January 1, 2004. The equity is capital that CRL is required to maintain under Vermont law.

#### **Capital Assets**

Capital assets are defined by the Pool as assets with an initial individual cost of more than \$500. Capital assets are stated at cost less accumulated depreciation. Depreciation on furniture, equipment and electronic data processing equipment is provided over the estimated useful lives of the assets on the straight-line method. Useful lives vary from three to five years.

Maintenance and repairs, which do not materially extend the useful lives and minor replacements, are expensed as incurred.

#### **Compensated Absences**

Accumulated unpaid vacation and sick pay amounts are accrued when benefits vest to employees and the unpaid liability is reflected as compensated absences payable. The amounts accrued as of June 30, 2007 and 2006 was **\$67,861.43** and **\$63,970.01**, respectively.

### **Investments in Utah Public Treasurers' Investment Fund (PTIF)**

The Public Treasurers' Investment Fund (PTIF) is a pooled investment fund enabling public agencies to benefit from the higher yields offered on large denomination securities. The PTIF is similar in nature to a money market fund, but is subject to the Money Management Act and Rules of the Money Management Council. The PTIF invests in corporate debt, U.S. Agency notes, certificates of deposit and commercial paper. The maximum final maturity of any security invested in by the PTIF is limited to five years. The maximum weighted average life of the portfolio is limited to 90 days. There is no maturity date on an insurer's investment in the PTIF. PTIF deposits are not insured or otherwise guaranteed by the State of Utah. Participants in the PTIF pay an administrative charge on an annual basis based on the average account balance. The PTIF is operated as a service to local governments and does not generate a profit to the Utah State Treasurer. The investment in PTIF totaled **\$2,889,631.92** and **\$1,107,968.60** as of June 30, 2007 and 2006, respectively.

The Pool maintains a restricted account at PTIF in the amount of \$1,500,000 in favor of the Utah Labor Commission, Division of Industrial Accidents, which requires the account as a condition of self-funding the Pool's Workers' Compensation Program. The account would be used by the Division in the event of a default by the Pool on its Workers' Compensation obligations.

### **Reinsurance**

The Pool has purchased specific and aggregate reinsurance coverage. The agreements provide for liability insurance in excess of a \$250,000 self-insured retention and property and crime insurance in excess of a \$250,000 self-insured retention up to an aggregate loss limit. The Pool has purchased reinsurance to protect against losses above these limits.

Effective 2003, the Pool has purchased only specific reinsurance coverage. The agreement provides for liability insurance in excess of a \$250,000 self-insured retention and property and crime insurance in excess of a \$250,000 self-insured retention.

Estimated claims loss liabilities are stated net of estimated losses applicable to reinsurance ceded to other insurance companies. However, the Pool is contingently liable for those amounts in the event such companies are unable to pay their portion of the claims.

### **Unsecured Reinsurance Recoverables**

The Company does not have an unsecured aggregate recoverable for losses, paid and unpaid including IBNR, loss adjustment expenses and unearned premium with any individual reinsurers, authorized or unauthorized, that exceeds 3% of the Pool's policyholder surplus.

### **Reinsurance Recoverable in Dispute**

The Company does not have any disputed balances or uncollectible funds.

### **Statutory Limits – Workers' Compensation**

Effective 2004, the Pool reinsures Workers' Compensation to statutory limits above its \$300,000 self-insured retention. County Reinsurance, Limited (CRL) provides a layer of coverage \$1,700,000 excess of \$300,000 self-insured retention. Safety National provides excess insurance to statutory limits above the \$2,000,000 provided by CRL.

### **Contingencies**

The Pool is subject to litigation from the settlement of claims contested in the normal course of business. The losses from the actual settlement of such unknown claims are taken into consideration in the computation of the estimated unpaid loss and loss adjustment expense liabilities.



## Investments

The carrying amounts of investments and their fair values at June 30, 2007 and 2006 were as follows:

	2007			
	Cost/ Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Government Bonds	\$ 8,714,333	\$ 29,517	\$ (77,921)	\$ 8,665,929
Restricted Equity Investment	\$ 441,119	\$ 114,062	\$ -	\$ 555,181
<b>Total Investments</b>	<b>\$ 9,155,452</b>	<b>\$ 143,579</b>	<b>\$ (77,921)</b>	<b>\$ 9,221,110</b>

	2006			
	Cost/ Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Government Bonds	\$ 6,088,441	\$ 37,871	\$ (175,429)	\$ 5,950,883
Restricted Government Bonds	\$ 1,114,244	\$ -	\$ (3,369)	\$ 1,110,875
Equity Investment	\$ 284,654	\$ -	\$ -	\$ 284,654
<b>Total Investments</b>	<b>\$ 7,487,339</b>	<b>\$ 37,871</b>	<b>\$ (178,798)</b>	<b>\$ 7,346,411</b>



## **AMENDED INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between members of Utah Counties Insurance Pool, a political subdivision of the State of Utah, each of which hereby agrees to abide by the terms and conditions of this Amended Agreement and all actions taken pursuant hereto.

### **WITNESSETH:**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et. seq., 1953 as amended, the Governmental Immunity Act, § 63-30-1 et. seq., 1953 as amended, and the Utah Insurance Code, Utah Code Ann. § 31A-1-103, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to establish a public agency insurance mutual; and

WHEREAS, the governing bodies of counties located in the State of Utah, by establishing and entering into an Interlocal Cooperation Agreement, formed Utah Counties Insurance Pool as a public agency insurance mutual; and

WHEREAS, the members of Utah Counties Insurance Pool now desire to amend that Interlocal Cooperation Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

### **Section 1. EFFECTIVE DATE; DURATION.**

This Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Amended Interlocal Cooperation Agreement to, and the approval and execution hereof by Resolution of the governing bodies of each of the parties. The term of this Amended Interlocal Cooperation Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, 1953 as amended, unless renewed as permitted by law, or until earlier dissolved as provided herein.

### **Section 2. CREATION OF A SEPARATE LEGAL ENTITY.**

The parties to this agreement through their respective governing bodies and pursuant to the provisions of Utah Code Ann. §11-13-203, 1953 as amended, hereby create a legal entity to be known as Utah Counties Insurance Pool to provide the services described herein.

### **Section 3. PURPOSES.**

This Amended Interlocal Cooperation Agreement has been established and entered into between the members of Utah Counties Insurance Pool (herein referred to as the Pool) for the following purposes:

1. To comply with the Utah Insurance Code and other applicable laws of the State of Utah;
2. To ratify the previous formation of a group-funded Pool to fund through joint self-insurance, reinsurance, excess insurance, or other lawful manner, certain liabilities of member Utah counties, as permitted by the Utah Insurance Code and determined by the Board, with the powers set forth in the Amended Bylaws;
3. To provide, through the Pool, certain claims and risk management services related to the liabilities so funded, and assist members in reducing and preventing such liabilities; and
4. To provide other services and functions as permitted by law and the Amended Articles of Incorporation of the Pool.

#### **Section 4. MEMBERS.**

Membership in the Pool is limited to Utah counties. Members shall have the power to:

1. Elect Trustees;
2. Remove any Trustee from the Board by a two-thirds vote of the members present at a meeting;
3. Voluntarily dissolve the Pool, but only at a meeting at which a majority of all members, whether present at the meeting or not, vote in favor of the dissolution; and
4. Amend the Bylaws or the Articles of Incorporation by a two-thirds vote of the members present at a meeting.

#### **Section 5. BOARD OF TRUSTEES.**

The Pool shall be governed by a Board of Trustees. The Trustees shall be elected by the members, shall serve at the pleasure of the members and may be removed by the members in accordance with the Bylaws.

1. The Board shall be comprised of thirteen persons in the following manner:
  - a. One Trustee, appointed by the governing body of Davis County, representing Davis County;
  - b. One Trustee, appointed by the governing body of Utah County, representing Utah County;



- c. One Trustee, appointed by the governing body of Washington County, representing Washington County;
- d. One Trustee, appointed by the governing body of Weber County, representing Weber County;
- e. Two Trustees, elected by member counties of the third class, representing Counties of the third class;
- f. One Trustee, elected by member counties of the fourth class, representing counties of the fourth class;
- g. One Trustee, elected by member counties of the fifth and sixth class, representing Counties of the fifth and sixth class;
- h. Two Trustees, elected by all member counties, representing all counties at large;
- i. One Trustee, appointed by the Board, shall be a sheriff of a member county, who serves as the Chair of the Law Enforcement Committee;
- j. One Trustee, appointed by the Board, shall be the Chair of the Litigation Management Committee;
- k. One Trustee, appointed by the Board, shall be the Chair of the Personnel Committee.

Trustees serving pursuant to subsections (e)-(h) shall be Designated as "Elected Trustees" and serve two-year overlapping terms. Trustees serving pursuant to subsections (a)-(d) shall serve for two-year terms. Trustees serving pursuant to subsections (i)-(k) shall serve for two-year terms and may be reappointed to subsequent terms by the Board.

- 2. Each Trustee shall be an elected or appointed officer or an employee of a Member.
- 3. Election of Trustees shall take place at the annual meeting of the Members. Elected Trustees shall assume office at the first Board meeting of the calendar year following their election.
- 4. Powers of the Board:
  - a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Chief Executive Officer, but only to the extent permitted by the laws of the State of Utah and these Bylaws.

- b. Establish premiums, pursuant to guidelines adopted by the Board from time to time.
- c. Serve as the policyholder of any group policies or plans.
- d. Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
- e. Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages and adopt and adjust coverages provided by or through the Pool, as the Board deems appropriate.
- f. Establish employment policies for the employees of the Pool including but not limited to policies, salaries and benefits.
- g. Provide for the administration of the moneys of the Pool, for the manner of payments to the Pool, and for payment of all expenses of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling, and investing such monies received or paid.
- h. Acquire, lease, hold, and dispose of real and personal property.
- i. Exercise the full power and authority of any Member of the Pool when requested to do so by the Member's governing body.
- j. Provide for necessary activities, and enter into contracts as necessary or appropriate to accomplish the purposes of the Pool.
- k. Do any act permitted by law and not in conflict with these Bylaws, the Agreement, or the Amended Articles of Incorporation of the Pool.
- l. Provide for an independent audit of claim handling procedures, payments, and overall operations of the Pool, at such times as the Board may determine.
- m. Establish loss reduction, prevention and risk management policies, procedures, and requirements for Members of the Pool and provide risk management services and educational and other programs related to risk management.

- n. Appoint committees from time to time, as the Board considers appropriate.
- o. Formally appoint the Chair of the Law Enforcement Committee, Litigation Management Committee and Personnel Committee.
- p. Approve a list of attorneys or law firms authorized to represent Members in claims covered by or through the Pool.
- q. Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Pool.
- r. Exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for the operation of the Pool and implementation of the Pool, subject to the limits of the Agreement, the Amended Articles of Incorporation, Bylaws, and the Code. The Board is responsible for all operations of the Pool.

#### **Section 6. OFFICERS.**

The Board of Trustees shall elect and establish the duties of officers of the Pool in accordance with Utah law, the Amended Bylaws, and the Amended Articles of Incorporation.

#### **Section 7. COMMITTEES.**

The Board of Trustees may establish from time to time such committees as shall be deemed appropriate by said Board.

#### **Section 8. MANNER OF FINANCING.**

Utah Counties Insurance Pool shall be funded by contributions from the members; the amount of such contributions shall be established by the Board of Trustees and consistent with the Utah Insurance Code.

All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool. The Board of Trustees shall prepare an annual budget consistent with Utah Code Ann. 17A-1-408 et. seq.

Utah Counties Insurance Pool is not assessable.

#### **Section 9. PROPERTY USED IN COOPERATIVE UNDERTAKING.**

Any real or personal property acquired, held, and used pursuant to this cooperative undertaking shall be administered and controlled by the Board of

Trustees established in Section 5 hereof. Any disposition of said real or personal property shall also be administered and controlled by said Board of Trustees, pursuant to the terms of this Agreement.

The provisions of this Amended Agreement and the assets of the Pool are for the benefit of the members of the Pool only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.

In the event of a voluntary dissolution of the Pool, as provided in Section 4 hereof, the property of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties which are members of the Pool at the time of dissolution. Such dissolution shall be handled as provided in Section 12

#### **Section. 10. ADDITION OF OTHER MEMBERS.**

Other counties may become parties to this Amended Interlocal Cooperation Agreement, subject to the approval of the Board of Trustees, by executing an Addendum to this Agreement. In order for a county to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the county to be added and the Addendum must be reviewed and approved for form and compatibility with the laws of the State of Utah by the attorney for the county to be added. Prior to becoming effective, this Amended Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

#### **Section 11. TERMINATION OF PARTICIPATION.**

Any Member may withdraw from the Pool, at the end of a coverage period after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than 120 days prior to the date the Member's coverage would otherwise renew. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is withdrawn by the Member 90 days prior to the date the Member's coverage would otherwise renew. The Board may, by a three-fourths vote and at its sole discretion, agree to permit an earlier date of withdrawal.

A withdrawn member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the effective date of the member's withdrawal, shall end.



A member shall lose all voting rights upon termination of its membership. The terminating member shall lose any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the termination of membership, shall end.

## **Section 12. DISSOLUTION AND DISPOSITION OF PROPERTY.**

The Pool may be dissolved by a majority of the Members voting in favor of dissolution at a meeting. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations shall be distributed, as determined by the Board, only to Utah counties, which are Members of the Pool at the time of dissolution.

Upon partial or complete dissolution of the Pool by the Members, the Trustees shall determine all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Trustees.

Each member's interest in the property of the Pool shall be calculated as follows:

1. The sum of the contributions for all fund years for which the member was a participant in the Pool divided by all contributions received by the Pool during its life, is the ratio used to calculate interest in Pool property other than equity, which is defined for these purposes as cash or cash equivalent assets of the Pool.
2. For equity calculation, the ratio of each member's contributions to the total contributions shall be computed for each fund year. The member's contribution ratio shall then be multiplied by the total surplus, less any borrowed surplus, attributable to a fund year as stated in the most recent monthly financial statement. A member's total equity will be the sum of the yearly amounts for each fund year for which that member was a participating member in the Pool.
3. In the event that the surplus amount is a negative number, a member's equity will be decreased using the same method of calculation as above.
4. In the event of a voluntary withdrawal or an involuntary termination of membership, the withdrawn or terminated member shall lose and have no claim to any Pool property or assets. The property interest or equity formerly attributed to that member for each fund year shall be allocated to the remaining counties that were members during that year.

The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool.

### **Section 13. INDEMNIFICATION.**

It is the intent of the Pool to provide the broadest possible immunity from personal liability to each trustee, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Utah Governmental Immunity Act, the Utah Non-Profit Corporation and Co-operative Association Act and the Utah Insurance Code, as amended from time to time. The Pool shall defend and indemnify the trustees, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah.

The Pool shall purchase liability or other appropriate insurance providing coverage for the trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

Neither this Amended Agreement nor any action of the governing body of a county in adopting this Amended Agreement is intended to nor do they waive, nor shall they be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Utah Governmental Immunity Act, and amendments thereto.

### **Section 14. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Amended Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of each of the Members to this Amended Agreement, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

### **Section 15. AMENDMENTS.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an Authorized Attorney of each of the parties, as required by Utah Code Ann. §11-13-202.5(3), 1953 as amended, and (d) filed in the official records of each party.

### **Section 16. SEVERABILITY.**

If any term or provision of the Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Amended Interlocal Cooperation Agreement,

or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Amended Interlocal Cooperation Agreement unenforceable.

**Section 17. GOVERNING LAW.**

All questions with respect to the construction of this Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 18. EXECUTION BY COUNTERPART.**

This Amended Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Pool.



IN WITNESS WHEREOF, the parties have signed and executed this Amended Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BOARD OF COUNTY «FORM»  
«COUNTY»

By: \_\_\_\_\_  
«CHAIR»,  
«COUNTY» «FORM» Chair

ATTEST:

By: \_\_\_\_\_  
«CLERK», «COUNTY»

REVIEWED AND FOUND TO BE IN PROPER FORM AND COMPLIANCE  
WITH APPLICABLE LAW.

By: \_\_\_\_\_  
«ATTORNEY», «COUNTY» Attorney



Utah Counties Insurance Pool  
*Serving Counties Since 1992*

## LOSS PREVENTION COMMITTEES

### **ADVISORY**

*CONSTITUTED 6/13/97*

- Maloy Dodds, Garfield County Commissioner
- Norman Weston, Rich County Commissioner
- Gary Mason, Sevier County Commissioner

### **AUDIT**

*CONSTITUTED 12/21/95*

- Lynn Lemon, *Chair*, Cache County Executive
- Kent Sundberg, Utah County Deputy Attorney
- Steve Wall, Sevier County Clerk-Auditor

### **BENEFITS POOL PLANNING**

*CONSTITUTED 02/17/05*

- Lynn Lemon, Cache County Executive
- Kent Sundberg, Utah County Deputy Attorney

### **BUILDING**

*CONSTITUTED*

- Jim Eardley, Washington County Commissioner
- Lynn Lemon, Cache County Executive
- Kent Sundberg, Utah County Deputy Attorney
- Steve Wall, Sevier County Clerk-Auditor

### **BYLAWS**

*CONSTITUTED*

- Kay Blackwell, *Chair*, Piute County Commissioner
- Jim Eardley, Washington County Commissioner
- Steve Wall, Sevier County Clerk-Auditor

### **COVERAGE AGREEMENT REVIEW**

*CONSTITUTED 12/21/95*

- Ken Bischoff, *Chair*, Weber County Commissioner
- Jerry Hess, Davis County Deputy Attorney
- Kent Sundberg, Utah County Deputy Attorney

### **LAW ENFORCEMENT**

*CONSTITUTED 2/20/92*

- Jim Nyland, *Chair*, Grand County Sheriff
- James Cordova, Carbon County Sheriff
- Bud Cox, Davis County Sheriff
- Alden Orme, Juab County Sheriff
- Brad Slater, Weber County Sheriff
- Kirk Smith, Washington County Sheriff

### **LITIGATION MANAGEMENT**

*CONSTITUTED 2/20/92*

- Kent Sundberg, *Chair*, Utah County Deputy Attorney
- Brock Belnap, Washington County Attorney
- David Blackwell, Emery County Attorney
- Dale Eyre, Sevier County Attorney
- Thomas Low, Wasatch County Attorney
- Gary McKean, Davis County Deputy Attorney
- Dave Wilson, Weber County Deputy Attorney
- Lester Nixon, UCIP Director
- Mark Brady, UCIP Loss Control Manager
- Korby Siggard, UCIP Claims Manager

### **NOMINATING**

*CONSTITUTED 06/27/02*

- Kay Blackwell, *Chair*, Piute County Commissioner
- Jim Eardley, Washington County Commissioner
- Karla Johnson, Kane County Clerk-Auditor

### **PERSONNEL**

*CONSTITUTED 6/18/92*

- Brad Dee, *Chair*, Weber County Human Resources Director
- Pam Ayala, Tooele County Human Resources Director
- Paul Barton, Beaver County Clerk-Auditor
- Valeen Brown, Piute County Clerk-Auditor
- Diana Carroll, Grand County Clerk-Auditor
- Dennis Dooley, Carbon County Personnel Director
- Cyndi Eldridge, San Juan County HR/Personnel Director
- Colette Eppley, Iron County Personnel
- Rhonda Gant, Kane County Human Resources
- Brandy Grace, Millard County Auditor
- Lana Jensen, Utah County Personnel Director
- Mary Huntington, Emery County Personnel
- Peggy Madsen, Box Elder County Personnel Director
- Carrie Mascaro, Duchesne County Personnel
- Joe McKea, Uintah County HR Director/Risk Manager
- Camille Moore, Garfield County Clerk-Auditor
- Eileen Nelson, Morgan County Personnel
- Ilene Roth, Sanpete County Auditor
- David Rowley, Wasatch County Human Resources
- Mike Seely, Juab County Administrator
- Jim Smith, Cache County Personnel Director
- Ryan Torgerson, Wayne County Clerk-Auditor
- Steve Wall, Sevier County Clerk-Auditor
- John Willie, Washington County Administrator
- David Yardley, Iron County Clerk



## **AGENDA ITEM SUMMARY**

### ***Item Description***

Adopt resolution approving purchase of the property at 10883 South 700 East.

### ***Background, Discussion***

The Title Insurance Company through which the title for the property at 10883 South 700 East will be processed is requiring a corporate resolution approving the purchase transaction. A Resolution is attached along with the title commitment.

### ***Recommendation***

Staff recommends adoption.



**RESOLUTION 2007-1**

**UTAH COUNTIES INSURANCE POOL BOARD OF TRUSTEES**

**August 13, 2007**

**WHEREAS**, the UCIP Board of Trustees has committed to purchasing land and building an appropriate building to serve as the general offices of the Utah Counties Insurance Pool; and

**WHEREAS**, the Board of Trustees has authorized the Chief Executive Officer to conduct a search for the land upon which to build the general offices; and

**WHEREAS**, the Board of Trustees is in agreement with the proposed acquisition of property known as Lot 2, SILVER SAGE BUSINESS PARK SUBDIVISION, address being 10883 South 700 East, Sandy, Utah;

**NOW, THEREFORE, BE IT RESOLVED** by the UCIP Board of Trustees that the Chief Executive Officer is authorized to proceed with the purchase of the property at 10883 South 700 East.

**PASSED, APPROVED AND ADOPTED** by the Board of Trustees of the Utah Counties Insurance Pool at a regular meeting held on the 13th day of August, 2007.

\_\_\_\_\_  
Lynn Lemon, President

**ATTEST:**

\_\_\_\_\_  
Steve Wall  
Secretary-Treasurer

COMMITMENT FOR TITLE INSURANCE ISSUED BY

# LAWYERS TITLE INSURANCE CORPORATION

LAWYERS TITLE INSURANCE CORPORATION, A Virginia Corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Lawyers Title Insurance Corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

LAWYERS TITLE INSURANCE CORPORATION



By: *Thedore L. Chandler Jr.*

President

ATTEST:

*Alvin H. Hays*

Secretary



Countersigned:

*Robey A. Hume*

Authorized Countersignature

345 East Broadway

Salt Lake City, UT 84111

Phone (801) 363-6633 Fax (801) 363-6651

Order No. 07051617

**SCHEDULE A**

Order Number: 07051617

1. Effective date: July 11, 2007 at 7:45 A.M.

2. Policy or Policies to be issued:  
(a) A.L.T.A. Owner's (Standard)

Amount of Insurance  
\$ 495,000.00

Proposed Insured:  
UTAH COUNTIES INSURANCE POOL

(b) A.L.T.A. Loan (Extended)

\$ 445,000.00

Proposed Insured:  
TO BE DETERMINED

(c) Leasehold

\$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is  
fee simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

KERRY M. JORGENSEN

5. The land referred to in this Commitment is in the State of Utah, County of SALT LAKE  
and is described as follows:

All of Lot 2, SILVER SAGE BUSINESS PARK SUBDIVISION, according  
to the Official Plat thereof as recorded in the Office of the  
Salt Lake County Recorder, State of Utah.

Purported Address:

10883 SOUTH 700 EAST  
SANDY, UT 84070

**STATEMENT OF CHARGES**

These charges are due and payable before a  
Policy can be issued.

1992 Owner's Premium \$ 2,375.00  
1992 Loan Premium \$ 1,305.00

This Commitment may be subject  
to a Cancellation Fee

THIS COMMITMENT IS INVALID UNLESS  
SCHEDULE B AND COVER ARE ATTACHED.

## SCHEDULE B

### Section 1

Order Number: 07051617

### REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

1. Resolution of the Board of Directors of UTAH COUNTIES INSURANCE POOL authorizing the transaction contemplated herein.

Said Resolution should be duly certified by an officer of the corporation and be properly acknowledged.

2. Partial Deed of Reconveyance, clearing Exception No(s). 14, shown herein.
3. Warranty Deed from the vestees herein to the proposed insured.
4. Trust Deed to secure your loan.

PLEASE DIRECT ANY ESCROW INQUIRES CONCERNING THIS COMMITMENT TO/  
Julie Wright (801) 363-6633

PLEASE DIRECT ANY TITLE INQUIRIES CONCERNING THIS COMMITMENT TO/  
Randy Day (801) 363-6633

NOTE/ The following names have been checked for Judgments,  
Federal Tax Liens and Bankruptcies.

Continued on next page



Continuation of Schedule B - Section 1  
Order Number: 07051617

KERRY M. JORGENSEN

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE LAWYERS TITLE INSURANCE  
CORPORATION

## SCHEDULE B

### Section 2

Order Number: 07051617

#### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake; or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. **Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year		2007
Sidwell No.		28-17-355-007
Prior year		2006 Paid
Amount		\$3,660.05
9. The land described herein is located within the boundaries of Sandy City and is subject to any assessments levied thereby. For current status call 568-7100.
10. The land described herein is located within the boundaries of the South Valley Sewer District, and is subject to any assessments levied thereby. For current status call 571-1166.
11. "Water Rights, claims or title to water, whether or not shown by the public records."
12. Easements, and the terms and conditions thereof, including but not limited to the following:

Disclosed by		Plat of said subdivision
Purpose		Public Utilities and Meandering Sidewalk Easement
Area Affected		Westerly 15 feet

Easements, and the terms and conditions thereof, including but not limited to

Continued on next page

the following:

Disclosed by	/	Plat of said subdivision
Purpose	/	Public utilities and Drainage
Area Affected	/	Easterly and Southerly 10 feet

Easements, and the terms and conditions thereof, including but not limited to the following:

Disclosed by	/	Plat of said subdivision
Purpose	/	Public utilities
Area Affected	/	Northerly 7.5 feet

13. Easement, and the terms and conditions thereof:

Grantor	/	ROSS A. MCDONALD and STEPHEN TERRY
Grantee	/	SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah
Purpose	/	A perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, valves, valve boxes and other sewer transmission and distribution structures and facilities, over and through a parcel of the Grantor's land lying within a strip twenty (20) feet wide, said strip extending twenty (20) feet on the East side of and lying parallel and adjacent to a line of reference and projection thereof.
Recorded	/	MAY 31, 2000
Entry No.	/	7649336
Book/Page	/	8364/7947
Area Affected	/	Beginning at a point North 89°59'23" East 57.92 feet and North 00°00'37" West 40.33 feet from the Southwest corner of said Section 17; and running thence North 15°51'49" West 76.46 feet to the East right-of-way line of 700 East Street; thence North 00°29'22" East, along said right-of-way, 1207.69 feet.

14. A Construction Deed of Trust, and the terms and conditions thereof:

Stated Amount	/	\$1,559,100.00
Trustor	/	KERRY M. JORGENSEN, as to PARCELS 3 and 4 and KERRY M. JORGENSEN, a married man, as to PARCELS 1 and 2
Trustee	/	BANK OF AMERICAN FORK
Beneficiary	/	BANK OF AMERICAN FORK
Dated	/	FEBRUARY 08, 2006
Recorded	/	FEBRUARY 13, 2006
Entry No.	/	9635514
Book/Page	/	9254/4693

15. Subject to the rights of parties in possession of the subject property under unrecorded Leases, Rental or Occupancy Agreements and any claims thereunder.

## CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



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Richmond, Virginia 23235-5153  
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[www.landam.com](http://www.landam.com)





## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve revised Business Plan.

### ***Background, Discussion***

The Board of Trustees proposed several changes to the Business Plan at their retreat May31-June 1, 2007. Deleted language has been struckthrough and new language has been underlined, with the exception of new goals, which are clearly identified.

### ***Recommendation***

Staff recommends approval.



Utah Counties Insurance Pool  
*Serving Counties Since 1992*

**UCIP**  
**PLANNING**  
**DOCUMENT**

Begun on June 6-7, 2003  
Revised on June 3-4, 2004  
Revised on June 2-3, 2005  
Revised on June 1-2, 2006  
Revised on May 31-June 1, 2007

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## **PLAN**

Originally developed by the Utah Counties Insurance Pool Board of Trustees, the Business Plan is intended to provide direction for the Pool over the next five years. The Plan will be reviewed and updated by the Board as appropriate.

### **Mission Statement**

UCIP is committed to meet members' needs for quality insurance at competitive, responsible, and stable cost, and to assist members with improving their risk management practices.

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## **PRINCIPLES AND BELIEFS**

- Coverage provided is a promise to pay.
- We look for ways to cover claims, not to deny them.
- To provide as broad coverage as prudence will allow.
- Coverage is open to Utah Counties and those County-related entities over which the County governing body exercises dominant control.
- Pool funds belong to the members.
- The Pool Board is trustee of the members' funds.
- We seek to maximize the value of funds but follow conservative fiscal practices.
- Business is conducted with integrity.
- The best interest of the Pool prevails, always.
- Consistent due diligence is given for all members and issues.
- Member input is sought and encouraged.
- Full disclosure in all communications.
- Services are responsive and respectful.



## *Situational Analysis*

These are our assumptions about the future of UCIP, our Member Counties, and the populations served by our Members. We will monitor these assumptions to identify trends as they develop and needs as they arise so UCIP may respond appropriately.

### *Economic*

- Tight budgetary and time constraints on members.
- Increasing pressure from taxpayers to reduce taxes.
- We must be aware of the different economic dynamics between and among the urban, urbanizing, and rural areas of the state.

### *Political/Regulatory*

- Reduced funding available from State and Federal government
- Increasing number of federal and state mandated programs, causing increasing budgetary pressures on our members.
- UCIP needs to stay abreast of state and federal legislation and regulation.

### *Demographics*

- Aging of the post-World War II generation (birth years 1946-1964) will affect supply and demand of age-related services.
- Utah population is increasing and diversifying statewide.
- The labor market in Utah has become tighter as the unemployment rate is around 2%.

### *Knowledge*

- Members rely on UCIP to inform them about risk management, legal trends, and best practices.
- Members like owning the Pool.
- Members look to UCIP to deliver new programs.

### *Social Values*

- Greater emphasis on the value of time.
- Need for customized “answers”.

### *Insurance and Pooling Industry*

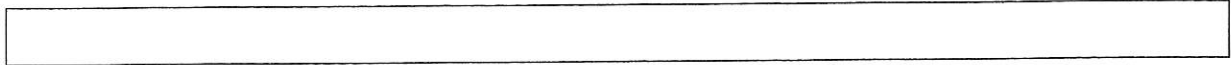
- Increased potential for competition in ~~2007-2008~~.
- Reinsurance market is loosening in ~~2006-2007~~ 2007-2008.

### *Technology*

- Need ready and cost effective access to information
- Examine cost-effective alternatives to on-site meetings.
- Examine the latest innovations in training for cost effectiveness.
- Maintain attention on security.
- Explore internet training for use by UCIP.

### *Staff*

- Retain qualified staff.
- Need to support continuing education and personal growth.



## Key Success Factors

Development of assumptions leads to emphasizing certain key factors for operations of the pool over the next 5 years.

- Focusing on customer needs and expectations.
- Providing efficient operations and service delivery.
- Assist individual counties with risk management training.
- Fair and equitable allocation of contribution.
- Broaden participation in the pool by all Utah Counties and appropriate related entities.
- The Pool is first choice for value in coverage and service.
- ~~Build~~ Maintain a mutually advantageous relationship with UAC.
- Board members and staff pursue technical and skill development opportunities.
- Establish meaningful and profitable alliances, whenever feasible.
- Making UCIP products and services value-added for members, assuring excellence in a competitive marketplace.
- Effectively using technology to enhance efficiency and effectiveness in all areas.

## GOALS

- 1) Pursue replacement by Governor of official Protection and Advocacy System for advocacy of mental health patients.
- ~~2) Establish financial goals for all three programs.~~
  - ~~a) Develop analytics for measuring overall performance of each program~~
  - ~~b) Develop analytics to track key elements in multiline and workers' compensation, e. g., average cost per liability claim~~
- ~~3) Purchase land and have planning for UCIP building underway by July 1, 2007.~~
- ~~4) Increase participation in the loss control incentive programs:~~
  - ~~a) Increase credit per participant in the Risk Management Program~~
  - ~~b) Increase participation and credit per participant in the Loss Control Program~~
- ~~5) Explore alternative methods for delivering training to Members~~
- 2) Have plans prepared for new building by July 1, 2008.
- 3) Develop internet training pilot. Report to the Board by June 30, 2008.
- 4) Explore high-deductible health plan with wellness component. Report to the Board by June 30, 2008.
- 5) Develop policies and procedures for volunteers by June 30, 2008.
- 6) Evaluate four-year terms for Trustees.



## ACTION PLAN

### Description

The Plan must be adaptable due to changing circumstances within and outside UCIP.

The goals developed are expanded to include:

**STRATEGIES**-Individual achievements targeted for short-term (less than 18 months) and long-term (18 months to 5 years) timeframes, not in order of priority

**PERFORMANCE INDICATORS**-Describing specific measurable actions that will be undertaken to carry out the strategies

**GOAL #1**

**Pursue replacement by Governor of official Protection and Advocacy System for advocacy of mental health patients.**

**STRATEGIES**

*Short-term*

- 6) Work with Governor to provide results of current system.

**PERFORMANCE INDICATORS**

1. Achieve change by January 1, 2008

**GOAL #2**

**~~Establish financial goals for all three programs.~~**

**~~1) Develop analytics for measuring overall performance of each program~~**

**~~a) For multiline and workers' compensation~~**

**~~i) Premium to surplus ratio~~**

**~~ii) Operating ratio~~**

**~~iii) Loss ratio~~**

**~~b) For Employee Benefits~~**

**~~i) Operating ratio~~**

**~~2) Develop analytics to track key elements in multiline and workers' compensation~~**

**~~a) Average cost per liability claim per year through the years~~**

**~~i) Per member~~**

**~~ii) For the pool~~**

**~~b) Average cost per MO and indemnity claim~~**

**~~i) Per member~~**

**~~ii) For the Pool~~**

**GOAL # 3**

**~~Purchase land and have planning for UCIP building underway by July 1, 2007.~~**

STRATEGIES

*Short-term*

- ~~1) Locate 1 to 2 acre parcel~~
- ~~2) Purchase land as early as possible, to avoid inflation~~

*Long-term*

- ~~1) Building ready to occupy March 1, 2009~~

**GOAL #4**

**~~Increase member participation in the loss control incentive programs.~~**

**STRATEGIES**

*Short term*

- ~~1. Notify County Commissioners of 2005 results.~~
- ~~2. Work with Insurance Coordinators to maximize 2006 results.~~

**PERFORMANCE INDICATORS**

- ~~1. Increase average credit by 20% for multiline.~~
- ~~2. Increase participation by 50% and average credit by 20% for workers' compensation.~~



**GOAL #5**

**~~Explore alternative methods of delivering training to members.~~**

**STRATEGIES**

*Short term*

1. ~~Examine internet, CD, and DVD formats.~~
2. ~~Involve the Personnel Committee.~~

*Long term*

1. ~~Analyze training's effects on Pool loss experience.~~

**PERFORMANCE INDICATORS**

1. ~~Deliver report by June 30, 2007.~~

**GOAL #2**

**Have plans prepared for new building by July 1, 2008.**

STRATEGIES

*Short-term*

- 1) RFP for A&E
- 2) Identify funding for building.
- 3) Involve the Building Committee.

PERFORMANCE INDICATORS

1. Have building plans delivered to contractor by June 30, 2008.

**GOAL #3**

**Develop internet training pilot. Report to the Board by June 30, 2008.**

STRATEGIES

*Short-term*

- 1) Investigate market and availability of internet training programs.
- 2) Evaluate appropriateness and cost of available training.

PERFORMANCE INDICATORS

1. Prepare report to Board of Trustees by June 30, 2008.

**GOAL #4**

**Explore high-deductible health plan with wellness component. Report to the Board by June 30, 2008.**

STRATEGIES

*Short-term*

- 1) Investigate availability and cost of programs.
- 2) Evaluate appropriateness, applicability.

PERFORMANCE INDICATORS

1. Prepare report to Board of Trustees by June 30, 2008.

**GOAL #5**

**7) Develop policies and procedures for volunteers by June 30, 2008.**

STRATEGIES

*Short-term*

- 1) Assess programs from other agencies and pools.
- 2) Determine if policies are incorporated into coverage agreement.

PERFORMANCE INDICATORS

1. Prepare report to Board of Trustees by June 30, 2008.



**GOAL #6**

**Evaluate four-year terms for Trustees**

**STRATEGIIES**

*Short-term*

- 1) Involve Bylaws Committee.
- 2) Determine if front-load or back-load changes in terms.

**PERFORMANCE INDICATORS**

1. Prepare report to Board of Trustees by August 13, 2007.

## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve amendments to the UCIP Bylaws for presentation to the Membership on December 6.

### ***Background, Discussion***

The Bylaws committee has directed staff to prepare the attached revisions to the Bylaws. The changes involve

1. Changing Trustees terms to four years
2. Requiring 120 days notice from members to voluntarily withdraw from any line of coverage.

Attached is a schedule of elections to reflect how Trustees could be converted to four year terms. The committee recommends making the changeover at once, which means that there will only be one election conducted this year, rather than three. Staff will have to prepare for the possibility that the Bylaws changes may not be approved.

### ***Recommendation***

Prepared and approved by Bylaws Committee.

# CONSIDERATIONS FOR RECONFIGURING UCIP BOARD OF TRUSTEES TO FOUR YEAR TERMS

## PURPOSE

1. Train Trustees and retain them for minimum amount of time
  - a. Fiduciary responsibilities
  - b. Board governance policies
2. Provide strong continuity for the Board of Trustees
3. Providing for one election in odd years and two in even years reduces the chance of losing a Trustee in the general elections after only one year of Trustee service

TRUSTEE SEAT	Next Election	Next Election	
3 <sup>rd</sup> class odd, up in '07 (Wayne)	2009	2013	
3 <sup>rd</sup> class even, up in '08 (Lynn)	2008	2012	
4 <sup>th</sup> class, was odd, change to even, up in '07 (Steve)	2010	2014	
5 <sup>th</sup> & 6 <sup>th</sup> even, up in '08 (Kay)	2010	2014	
At Large odd, up in '07 (Karla)	2007	2011	
At Large even, up in '08 (Bruce)	2008	2012	

In defense of this plan, both at large seats are held by newer Trustees, and both are smaller counties. We should have an at large seat up this time, because everyone gets to vote for it, broadening participation in a transition year.

## **AMENDED BYLAWS FOR THE UTAH COUNTIES INSURANCE POOL**

These Amended Bylaws are adopted and entered into by and among Members of the Utah Counties Insurance Pool ("Pool"), each of which hereby agrees to abide by the terms and conditions of these Amended Bylaws and all actions taken pursuant hereto.

### **ARTICLE 1. Authority.**

- 1.1 These Bylaws are amended pursuant to the provisions of Paragraph 4 of Section 4 of the Amended Interlocal Cooperation Agreement.

### **ARTICLE 2. Definitions.**

As used in these Bylaws, the following terms shall have the meaning hereinafter set out:

- 2.1 **Administrator.** The Board of Trustees of the Pool.
- 2.2 **Agreement.** The Amended Interlocal Cooperation Agreement for Utah Counties Insurance Pool.
- 2.3 **Articles.** The Articles of Incorporation of the Pool.
- 2.4 **Board of Trustees or Board.** The Board of Trustees of the Pool.
- 2.5 **Bylaws.** The Amended Bylaws for Utah Counties Insurance Pool.
- 2.6 **Code.** The Utah Code, including Utah Code Ann. Title 31A, as amended from time to time.
- 2.7 **County or Counties.** One or more of the twenty-nine counties of the State of Utah.
- 2.8 **Chief Executive Officer.** The person designated by the Board of Trustees as Chief Executive Officer of the Pool.
- 2.9 **Member.** A county that is a party to the Amended Interlocal Cooperation Agreement.
- 2.10 **Meeting.** A meeting of the Board of Trustees where a quorum is present and for which proper notice has been provided in accordance with Utah law.
- 2.11 **Officer.** The President, Vice-President, or Secretary-Treasurer elected in accordance with these Amended Bylaws.

- 2.12 **Pool.** Utah Counties Insurance Pool, an Interlocal entity.
- 2.13 **Representative.** The person designated pursuant to Article 4.5b to be a Member's official representative for the purposes of the Pool.
- 2.14 **Trustee.** A natural person elected or appointed in accordance with Article 5 of these Amended Bylaws to a Trustee position on the Board.

### **ARTICLE 3. Pool.**

- 3.1 The Pool is a public agency insurance mutual and a political subdivision of the State of Utah as provided by law.
- 3.2 The Pool is formed, financed, organized, and shall operate in accordance with the Agreement, the provisions of these Bylaws and the Articles of Incorporation of the Pool.
- 3.3 The Pool may sue and be sued, complain and defend, in its corporate name.
- 3.4 The Pool is not assessable.
- 3.5 These Bylaws may be amended and shall continue in effect for a period of fifty years from the adoption date of the original Bylaws, at which time, they shall terminate unless renewed as permitted by law, or until earlier dissolved as provided herein.
- 3.6 The Pool shall have all powers necessary or desirable to achieve the purposes of the Pool as set forth in the Agreement, the Articles of Incorporation and these Bylaws.

### **ARTICLE 4. Members.**

- 4.1 Membership in the Pool is limited to Utah counties and county related entities that properly enter into the Agreement.
- 4.2 Counties, including former Members, may be admitted to the Pool after its formation only upon approval of the Board and subject to the conditions set out in the Agreement, these Bylaws and such additional conditions as the Board may from time to time require.
- 4.3 The Members shall have the power to:
- (a) Elect Trustees pursuant to Article 5 of the Bylaws.
  - (b) Remove any Trustee from the Board by a two-thirds vote of the Members present at a meeting.
  - (c) Voluntarily dissolve the Pool, but only at a meeting at which a majority of all



Members, whether present at the meeting or not, vote in favor of the dissolution;

- (d) Amend the Bylaws by a two-thirds vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least 30 days in advance of the vote thereon.
- (e) Amend the Articles of Incorporation by a two-thirds vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least 30 days in advance of the vote thereon.

4.4 Members shall meet at least once annually. A meeting of the Members may be called by the Board or President pursuant to a procedure to be established by the Board, or upon written request executed by at least 30 percent of the Members.

- (a) Notice of any Member meeting shall be mailed to each Member at least 15 days in advance.
- (b) The President, Vice President, or Secretary-Treasurer of the Board shall preside at the meeting or the President's designee if no other Officer is present at the meeting.
- (c) A majority of the Members shall constitute a quorum to do business.
- (d) Proxy voting shall not be allowed.
- (e) Each Member shall be entitled to one vote, to be cast by its representative. The representative shall be designated by the Member in accordance with Article 4.5(b) of the Bylaws.
- (f) The location of meetings of Members will be as determined from time to time by the Board.

4.5 Members shall have the obligation to:

- (a) Pay promptly all premiums and other payments to the Pool at such times and in such amounts as shall be established in accordance with these Bylaws, including any interest and penalties for late payment as may be required by a policy adopted by the Board.
- (b) Designate in writing a representative and one or more alternate representatives for the Members' meetings. Each representative and alternate representative must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the governing body or by the county executive or county mayor of the Member to be the Member's official representative for the purposes of the Pool. An alternate representative may exercise all the powers of a representative during a Member meeting, in the absence of the representative.

- (c) Allow the Pool, its Chief Executive Officer, agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool and implementation of the Agreement.
- (d) Cooperate fully with the Pool's attorneys, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool in activities relating to the purposes and powers of the Pool.
- (e) Provide information requested by the Pool, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool, as reasonably required for the administration of the Pool.
- (f) Allow the Pool, and attorneys and others designated by the Pool, to represent the Member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Pool and also to deny coverage for any claims settled by a Member or for any monies paid by a Member toward claims without the prior written approval of the Pool.
- (g) Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.
- (h) Report to the Pool, in the form and within the time required by the Board, all incidents or occurrences that could reasonably be expected to result in a covered claim to the Pool under the coverage agreement issued to the Member.
- (i) Report to the Pool, in the form and within the time required by the Board, the addition of new programs, facilities and exposures or the significant reduction or expansion of existing programs and facilities covered under the coverage agreement issued to the Member.

## **ARTICLE 5. Board of Trustees.**

5.1 The Board shall be comprised of thirteen persons in the following manner:

- (a) One Trustee, appointed by the governing body of Davis County, representing Davis County;
- (b) One Trustee, appointed by the governing body of Utah County, representing Utah County;
- (c) One Trustee, appointed by the governing body of Washington County, representing Washington County;

- (d) One Trustee, appointed by the governing body of Weber County, representing Weber County;
- (e) Two Trustees, elected by member counties of the third class, representing Counties of the third class;
- (f) One Trustee, elected by member counties of the fourth class, representing counties of the fourth class;
- (g) One Trustee, elected by member counties of the fifth and sixth class, representing Counties of the fifth and sixth class;
- (h) Two Trustees, elected by all member counties, representing all counties at large;
- (i) One Trustee, appointed by the Board, shall be a sheriff of a member county, who serves as the Chair of the Law Enforcement Committee;
- (j) One Trustee, appointed by the Board, shall be the Chair of the Litigation Management Committee and;
- (k) One Trustee, appointed by the Board, shall be the Chair of the Personnel Committee.

Trustees serving pursuant to subsections (e)-(h) shall be Designated as "Elected Trustees" and serve ~~two~~ four-year overlapping terms. Trustees serving pursuant to subsections (a)-(d) shall serve for ~~two~~ four-year terms. Trustees serving pursuant to subsections (i)-(k) shall serve for ~~two~~ four-year terms and may be reappointed to subsequent terms by the Board. A Trustee serving pursuant to subsection (i) shall serve a ~~two~~ four-year term ending on December 31 in odd even numbered years between presidential elections. Trustees serving pursuant to subsections (j) and (k) shall serve ~~two~~ four-year terms ending in even numbered years on December 31 of presidential election years.

- 5.2 No person convicted of a felony may serve as a Trustee.
- 5.3 Each Trustee shall be an elected or appointed officer or an employee of a Member.
- 5.4 Election of Trustees shall take place at the annual meeting of the Members. Elected Trustees shall assume office at the first Board meeting of the calendar year following their election.
- 5.5 The Board of Trustees shall elect three Trustees to serve on a Nominating Committee at the first Board meeting of each calendar year. The Nominating Committee shall solicit nominations for available elected Trustee positions. Any elected official of a Member or any Trustee may nominate eligible persons to run for available elected Trustee positions. Nominations will be received at the Pool office no later than 30 days prior to the meeting at which the election is scheduled. The Pool will verify that each nominee is willing to

serve if elected before forwarding the nominations to the Nominating Committee. The Nominating Committee shall review the nominations and select by a majority vote not more than three names to be placed on the ballot for each available elected Trustee position. A person may not be nominated and placed on the ballot for more than one available elected Trustee position. In the event that no nominations are received for one or more available elected Trustee positions, the President of the Board of Trustees can solicit nominations from the floor on the following conditions:

- (a) The nominee is eligible to serve as a Trustee under Articles 5.2 and 5.3; and
- (b) The nominee, if present, expresses a willingness to serve, or, if not present, the Pool has verified that the nominee has expressed in writing a willingness to serve.

5.6 In the event of a tie vote for elected Trustee positions:

- (a) If two nominees are running for the same elected Trustee position, the President of the Board of Trustees may conduct a coin toss when the votes are tied.
- (b) If three nominees are running for the same elected Trustee position and two of the three nominees have an equal and highest number of votes, the President of the Board of Trustees may call for a revote between the two nominees receiving the equal number of votes.

5.7 A vacancy shall occur on the Board when a Trustee:

- (a) Submits a written resignation to the Board.
- (b) Dies.
- (c) Is no longer an elected or appointed officer or employee of a Member.
- (d) Fails to attend three consecutive regular meetings of the Board without the Board having excused such absences except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.
- (e) Is removed by the Members pursuant to Article 4.3 of the Bylaws.
- (f) Is convicted of a felony.

5.8 Any vacancy in the position of an elected Trustee may be filled by majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy for the unexpired term.

5.9 Any vacancy in the position of an appointed Trustee under Article 5.1(a)-(d) shall be filled by appointment from the respective county and the Trustee shall serve for the remainder of the unexpired term. If the county is no longer a member, the Trustee

position shall revert to an at large position and be filled by a majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy.

- 5.10 Any vacancy in the position of an appointed Trustee under Article 5.1(i)-(k) shall be filled by majority vote of the remaining Trustees and shall fill the unexpired term of the Trustee.
- 5.11 To the extent permitted by law, Trustees may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.
- 5.12 Each Trustee must be a resident of the State of Utah.
- 5.13 Subject to the limits described in Article 3.6 of the Bylaws, the powers of the Board shall include, but not be limited to, the powers to:
  - (a) Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Chief Executive Officer, but only to the extent permitted by the laws of the State of Utah and these Bylaws.
  - (b) Establish premiums, pursuant to guidelines adopted by the Board from time to time.
  - (c) Serve as the policyholder of any group policies or plans.
  - (d) Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
  - (e) Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages and adopt and adjust coverages provided by or through the Pool, as the Board deems appropriate.
  - (f) Establish employment policies for the employees of the Pool including but not limited to policies, salaries and benefits.
  - (g) Provide for the administration of the moneys of the Pool, for the manner of payments to the Pool, and for payment of all expenses of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling, and investing such monies received or paid.
  - (h) Acquire, lease, hold, and dispose of real and personal property.
  - (i) Exercise the full power and authority of any Member of the Pool when requested to do so by the Member's governing body.



- (j) Provide for necessary activities, and enter into contracts as necessary or appropriate to accomplish the purposes of the Pool.
- (k) Do any act permitted by law and not in conflict with these Bylaws, the Agreement, or the Articles of Incorporation of the Pool.
- (l) Provide for an independent audit of claim handling procedures, payments, and overall operations of the Pool, at such times as the Board may determine.
- (m) Establish loss reduction, prevention and risk management policies, procedures, and requirements for Members of the Pool and provide risk management services and educational and other programs related to risk management.
- (n) Create various Committees including, but not limited to, a Law Enforcement Committee, a Personnel Committee, and a Litigation Management Committee. The members of such Committees, including the Chair, shall be appointed by the Board.
- (o) Approve a list of attorneys or law firms authorized to represent Members in claims covered by or through the Pool.
- (p) Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Pool.
- (q) Exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for the operation of the Pool and implementation of the Pool, subject to the limits of the Agreement, the Articles of Incorporation, Bylaws, and the Code. The Board is responsible for all operations of the Pool.

5.14 The Board shall:

- (o) Perform all duties required by Utah law, the Agreement, the Articles, and these Bylaws.
- (p) Obtain and provide to Members at least annually an audit of the finances of the Pool performed by an independent certified public accountant.
- (q) Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Pool.
- (r) Provide at least annually for an actuarial review of the Pool.
- (s) Adopt a budget annually and report the budget to the Members.
- (t) Require that fidelity bonds or appropriate insurance, in an amount to be

determined by the Board, be in effect for employees of the Pool, and every other person having access to moneys of the Pool.

- (u) Appoint an Audit Committee to review the financial statements, actuarial analysis, make recommendations to the Board on the financial affairs of the Pool, and make an annual report to the members regarding the financial affairs of the Pool.

## **ARTICLE 6. Officers, Meetings, Procedures.**

- 6.1 The principal offices of the Board shall be: president, vice-president and secretary-treasurer. The principal offices shall be held by three separate natural persons. Officers shall be elected by and from among the Trustees, at the first Board meeting following each annual meeting of the Members. The Board shall establish the powers and duties of each officer, consistent with these Bylaws, the Agreement and the Articles of Incorporation of the Pool. All Members of the Board shall have full voting rights. The president shall preside over meetings of the Board and of the Members and shall perform such other duties as may be prescribed from time to time by the Board and the Members. The vice-president shall exercise the powers of the president in the absence of the president, and the secretary-treasurer shall exercise the powers of the president in the absence of the president and vice-president.
- 6.2 The Board shall fix the date, time and place of regular meetings that are scheduled in advance over the course of a year. Meetings may be called by the president, or by any five Members of the Board, by written notice mailed at least ten days in advance to all Trustees or by unanimously executed waiver of notice. Emergency meetings of the Board may be held to consider matters of an emergency or urgent nature, after an attempt has been made to notify all Board Members and a majority votes in the affirmative to hold the meeting. Notice, including public notice, of all meetings and the agenda shall comply with applicable laws of the State of Utah.
- 6.3 Seven Trustees shall constitute a quorum to do business. All actions of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by these Bylaws.
- 6.4 The Board shall adopt such procedures as it deems necessary or desirable for the conduct of its business.
- 6.5 Any or all Trustees may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 6.6 The Board shall establish its own rules of order that are not in conflict with the laws of the State of Utah, the Articles, and other specific provisions of these Bylaws.

## **ARTICLE 7. Financing.**

- 7.1 All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool.
- 7.2 The Board shall establish Member premiums pursuant to guidelines established by the Board from time to time.
- 7.3 Any refund of surplus moneys shall be consistent with policies adopted by the Board.
- 7.4 Investments of monies of the Pool shall be limited to those investments permitted by the State Money Management Act, Utah Code Ann. §51-7-1 et seq. (2002), as amended.

## **ARTICLE 8. Withdrawal from the Pool.**

- 8.1 Any Member may withdraw from the Pool, at the end of a coverage period after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than 120 days prior to the date the Member's coverage would otherwise renew. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is withdrawn by the Member 90 days prior to the date the Member's coverage would otherwise renew. The Board may, by a three-fourths vote and at its sole discretion, agree to permit an earlier date of withdrawal.
- 8.2 A withdrawn Member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the Member or of the Member to the Pool, after the effective date of the Member's withdrawal, shall be consistent with these Bylaws, the Agreement and any policy adopted by the Board, and the laws of the State of Utah.
- 8.3 Any Member in more than one line of coverage (Multiline, Workers' Compensation, or Employee Benefits) who chooses to withdraw from participation in any single line of coverage must provide timely written notice to the Board. Written notice of withdrawal from any single line of coverage must be made within 120 days of renewal.

## **ARTICLE 9. Termination of Membership.**

- 9.1 A Member that fails to pay a premium due the Pool shall have its membership in the Pool terminated at 12:00 a.m. MST on the sixtieth day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to pay a premium due the Pool shall be mailed to the Member at least 30 days prior to the date of termination. A termination of membership under this paragraph shall not be subject to the provisions of Article 9.2.

9.2 Any membership in the Pool may be terminated by the Board or by a three-fourths vote of the Members for failure of the Member to carry out any other obligation of the Member, subject to the following:

- (a) The Member shall receive written notice from the Board of the alleged failure and shall be given not less than 30 days in which to correct the alleged failure, along with notice that termination of membership could result if the failure is not corrected.
- (b) The Member may request a hearing before the Members at a membership meeting prior to the termination. The request shall be made in writing to the Board at least ten business days before the end of the period given by the Board to correct the alleged failure. The Board shall present the case for termination of membership at the hearing and the affected Member may present its case. The affected Member shall not be counted in determining the number of votes required, nor shall the representative of such Member be entitled to vote on the termination.
- (c) If a request is not received pursuant to Article 9.2(b) of the Bylaws and if the failure is not corrected within the time required by the Board's notice, or any extension of such time as the Board may grant, the Board may terminate the membership. The Member may request a hearing before the Board on the proposed termination in lieu of a hearing before the Members. The request shall be made in writing and received by the Board at least five days before the end of the period given by the Board to correct the alleged failure, and shall be granted if so made.
- (d) The Board shall provide the Member at least ten days prior written notice of the time and place of any requested hearing, and the proposed termination of membership may not take effect until such time after the conclusion of any hearing as the Board or Members, as applicable, may set.

9.3 Termination of membership shall be in addition to any other remedy that may exist.

9.4 A Member shall lose all voting rights upon termination of its membership. The terminating Member shall lose any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the Member or of the Member to the Pool, after the termination of membership, shall end.

## **ARTICLE 10. Dissolution and Disposition of Property.**

10.1 The Pool may be dissolved by the Members as provided in Article 4 and in the Agreement. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties, which are Members of the

Pool at the time of dissolution.

- 10.2 Upon partial or complete dissolution of the Pool by the Members in accordance with Article 4 of the Bylaws and the Agreement, the Trustees shall determine, consistent with these Bylaws, all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Trustees.
- 10.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool.

#### **ARTICLE 11. Liability of Board, Officers and Employees.**

- 11.1 It is the intent of the Pool to provide the broadest possible immunity from personal liability to each Trustee, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Governmental Immunity Act, the Corporations Code and the Insurance Code, as amended from time to time. The Pool shall defend and indemnify the Trustees, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah. The Pool shall purchase liability or other appropriate insurance providing coverage for the Trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

#### **ARTICLE 12. Arbitration.**

- 12.1 To the extent permitted by any applicable reinsurance or excess insurance, if the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
  - (a) Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.
  - (b) The decision of the panel shall be binding on the Board or its authorized representative and the Member.



- (c) The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

#### **ARTICLE 13. General Provisions.**

- 13.1 Except as provided in these Bylaws and to the extent of the financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other Member.
- 13.2 The laws of Utah shall govern the interpretation and performance of these Bylaws.
- 13.3 In the event that any portion of these Bylaws is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and these Bylaws are expressly declared to be severable.
- 13.4 These Bylaws do not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Pool satisfies such obligation or responsibility.
- 13.5 All moneys received by the Pool are public funds, including earned interest, derived from its Members, which are counties within the State of Utah.
- 13.6 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending these Bylaws, as reasonably necessary to establish and maintain the non-taxable status of the Pool.
- 13.7 Except as permitted in these Bylaws, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 13.8 In the event of the payment of any loss by the Pool under this Agreement, the Pool shall be subrogated to the extent of such payments to all the rights of the Member against any other person or other entity legally responsible for damages for such loss, and in such event the Member agrees to render all reasonable assistance to effect recovery.

Dated this 1 day of December, 2005.

By: *Dan McConkie*

Print Name: Dan R. McConkie

Title: President

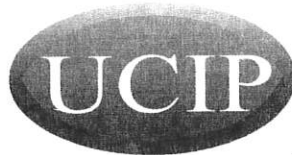
**ATTEST:**

By: \_\_\_\_\_

Print Name: Gene E. Roundy

Title: Secretary/Treasurer

Date: 1 December 2005



Utah Counties Insurance Pool

## JOINT POLICY RECORDS RETENTION

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The following establishes categories of records and a records retention policy for UCIP staff to follow in the efficient management of UCIP records. The destruction of any records must be approved in advance by the UCIP Board of Trustees and the Division of State Archives.

**Series 26024 – Multiline Claims Records:** All records associated with claims made against members and referred to UCIP. All closed claims, with no recorded activity, will be maintained in office for 5 years then transferred to State Records for 15 years. All closed claims with no recorded activity for 20 years may be destroyed.

**Series 26025 – Workers' Compensation Claims Records:** Medical only claims with no recorded activity after 5 years may be destroyed. Indemnity claims are to be kept until 3 years after the death of the claimant and then destroyed.

**Series 26026 – Coverage Documents or Insurance Policies:** Claims-made coverage documents and/or insurance policies will be maintained for 15 years following the expiration of any tail coverage or an extended reporting period and then destroyed.

**Series 26121 – Coverage Documents or Insurance Policies:** All coverage agreements and/or insurance policies of an occurrence basis will be maintained in perpetuity.

**Series 26027 – Underwriting Records, UCIP Coverages:** These records are to be maintained for 5 years following the close of an underwriting period and may be transferred to State Records for 10 years then destroyed.

**Series 26028 – Underwriting Records, Agency Placements for Members:** These records are to be maintained for 5 years following the expiration date of the policy and then destroyed.

**Series 26029 – Loss Prevention Records:** All loss prevention records will be maintained for 12 years and then destroyed. This will include records of inspections, training, recommendations to members, and activities related to incentive programs.

**Series 26105 – Board of Trustee Minutes:** These records are minutes of regular and special meeting of the UCIP Board of Trustees. They are used to document the actions and decisions of the Board pursuant to their official duties. All related materials are attached to these minutes. Minutes and supporting materials will be maintained permanently and may be transferred to the State Archives. Tape recordings of the proceedings of regular and special meetings are used to create the official minutes. Tape recordings will be maintained for 1 year after approval of the official minutes and then destroyed.

**Series 26122 – Personnel Records:** UCIP will maintain records of all personnel for 65 years or 3 years after retirement or death, whichever is shorter, then destroyed.

**Series 26123 – Audit Records and Financial Records:** All financial records will be retained permanently. Records will be maintained in office for 5 years, transferred to the State Records Center for 10 years, and then transferred to State Archives.

Adopted 4/18/06



# Utah Counties Insurance Pool Payments

June 3, 2007 - August 13, 2007

Type	Date	Num	Name	Memo	Split	Amount
WF-Expense						
Check	6/8/2007		Ken Bischoff	Expense Reimbursement	-SPLIT-	0.00
Check	6/8/2007	4024	Phillip Linford	Board Retreat Entertainment	Board Expense	-200.00
Check	6/8/2007	4025	Les Olson Company	Invoice Number: 0846746-IN	Copying Costs	-274.24
Check	6/8/2007	4026	Larson & Company	Invoice Number: 23639	-SPLIT-	-1,549.36
Check	6/8/2007	4027	Wolf Creek Resort	Invoice Number: 000501	Board Expense	-2,449.95
Check	6/8/2007	4028	James Nyland	Mileage Reimbursement	Board Expense	-320.10
Check	6/8/2007	4029	Kent Sundberg	Mileage Reimbursement	-SPLIT-	-4.82
Check	6/8/2007	4030	Lynn Lemon	Mileage Reimbursement	-SPLIT-	-52.90
Check	6/8/2007	4031	Bruce Adams	Mileage Reimbursement	-SPLIT-	-284.60
Check	6/8/2007	4032	Steve White	Mileage Reimbursement	Board Expense	-102.82
Check	6/8/2007	4033	Kay Blackwell	Mileage Reimbursement	-SPLIT-	-152.68
Check	6/8/2007	4034	Wayne Smith	Mileage Reimbursement	Board Expense	-305.55
Check	6/8/2007	4035	James Eardley	Mileage Reimbursement	Board Expense	-354.05
Check	6/8/2007	4036	Steven Wall	Mileage Reimbursement	Board Expense	-220.19
Check	6/8/2007	4037	Karla Johnson	Expense Reimbursement	Board Expense	-354.05
Check	6/8/2007	4038	Shaney M. Kelleher	Expense Reimbursement	-SPLIT-	-14.32
Check	6/8/2007	4039	Print2day	Invoice No. 732254	Printing	-604.08
Check	6/8/2007	4040	Dixie Center	Invoice Number: D2302	-SPLIT-	-9,841.10
Check	6/8/2007	4041	CALEA	Davis County Accreditation	Loss Control / Training	-8,400.00
Check	6/8/2007	4042	Office Depot	Account Number: 35538769	Office Supplies	-202.52
Check	6/8/2007	4043	Qwest	Account Number: 801-565-8500 170B	Telephone	-476.91
Check	6/8/2007	4044	Verizon Wireless	Invoice Number: 0558609534	-SPLIT-	-119.70
Check	6/8/2007	4045	UCAA	Adjuster's Golf Tournament 6/29/07	-SPLIT-	-180.00
Liability Check	6/13/2007		QuickBooks Payroll Service	Created by Payroll Service on 06/11/2007	-SPLIT-	-16,793.22
Paycheck	6/14/2007		Anne M. Ayrtton	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Kathy H. Stone	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Paycheck	6/14/2007		Susan E. Gonce	Direct Deposit	-SPLIT-	0.00
Liability Check	6/15/2007		United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270756600934...	-SPLIT-	-5,650.38
Check	6/22/2007	4046	FCP Holdings, LLC	Commercial Lease: 6900 South 900 East, Suite 230	Building Lease	-5,653.38
Check	6/22/2007	4047	Office Depot	Account Number: 35538769	Office Supplies	-111.82
Check	6/22/2007	4048	Pitney Bowes Postage by Phone	Account Number: 8000-9090-0189-5759	-SPLIT-	-210.50
Check	6/22/2007	4049	Postmaster	Six Months Box Rental 6/30/07	Postage	-102.00
Check	6/22/2007	4050	Anne M. Ayrtton	Reimbursable Expenses	-SPLIT-	-253.10
Check	6/22/2007	4051	Lynn Lemon	Expense Reimbursement	-SPLIT-	-906.48
Check	6/22/2007	4052	ilinc Communications	Statement Number: 1059311	-SPLIT-	-24.15
Check	6/22/2007	4053	New England Business Service, Inc.	Invoice Number: 9926149298-9	Office Supplies	-290.99
Check	6/22/2007	4054	Christensen & Jensen	Invoice Number: 51361	1099-Nonemployee Com...	-638.20
Check	6/22/2007		Wells Fargo	Account Number: 4856 2002 0858 1036	-SPLIT-	-97.27
Check	6/22/2007		Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-759.59
Check	6/22/2007		Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-1,193.80
Check	6/22/2007		Wells Fargo	Account Number: 4856 2002 0789 0792	-SPLIT-	-887.32
Check	6/22/2007		Wells Fargo	Account Number: 4856 2002 0646 9788	-SPLIT-	-2,986.79
Liability Check	6/28/2007		QuickBooks Payroll Service	Created by Payroll Service on 06/25/2007	-SPLIT-	-16,612.98
Paycheck	6/29/2007		Anne M. Ayrtton	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Brody S. Parker	Direct Deposit	-SPLIT-	0.00



# Utah Counties Insurance Pool

## Payments

June 3, 2007 - August 13, 2007

Type	Date	Num	Name	Memo	Split	Amount
Paycheck	6/29/2007		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Kathy H. Stone	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Paycheck	6/29/2007		Susan E. Gonc	Direct Deposit	-SPLIT-	0.00
Liability Check	6/29/2007	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 27075800095...	-SPLIT-	-5,581.84
Liability Check	6/29/2007	ONLINE	Utah State Tax Commission	Transaction Number: 4680830	-SPLIT-	-2,147.59
Liability Check	6/29/2007	4055	Utah Retirement Systems	Unit No: 864 (June 2007)	-SPLIT-	-11,212.68
Liability Check	6/29/2007	ONLINE	Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-3,724.59
Check	6/29/2007	4056	PEHP-LTD	Coverage Period: June 2007	Staff Medical Insurance	-278.32
Check	7/9/2007	4057	Metro National Title	Earnest Money Sandy Property	Building	-50,000.00
Paycheck	7/13/2007		Anne M. Ayrton	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Kathy H. Stone	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Paycheck	7/13/2007		Susan E. Gonc	Direct Deposit	-SPLIT-	0.00
Liability Check	7/13/2007		QuickBooks Payroll Service	Created by Payroll Service on 07/10/2007	-SPLIT-	-16,603.31
Liability Check	7/16/2007	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270759700711...	-SPLIT-	-5,579.80
Check	7/18/2007	4058	Pitney Bowes, Inc.	Invoice Number: 796609	Postage	-116.82
Check	7/18/2007	4059	Arthur J. Gallagher & Co.	Invoice Number: 76009	Airport Liability	-2,044.00
Check	7/18/2007	4060	Hilton Garden Inn St. George	Invoice Number: 33009	-SPLIT-	-1,870.53
Check	7/18/2007	4061	Agile Studios	Invoice Number: 2007077	Information Technology	-420.00
Check	7/18/2007	4062	Civic Research Institute	Order Number: 1846080-R1	Dues / Subscriptions	-169.95
Check	7/18/2007	4063	Lester J. Nixon	Reimbursable Expenses	-SPLIT-	-350.53
Check	7/18/2007	4064	AGRIP	Account Number: 393	Dues / Subscriptions	-1,118.01
Check	7/18/2007	4065	Brody S. Parker	Expense Reimbursement	-SPLIT-	-1,931.25
Check	7/18/2007	4066	Qwest	Account Number: 801-565-8500 170B	Telephone	-456.15
Check	7/18/2007	4067	Verizon Wireless	Invoice Number: 0566967997	-SPLIT-	-119.11
Check	7/18/2007	4068	Larson & Company	Invoice Number: 25201	-SPLIT-	-96.62
Check	7/18/2007	4069	Shaney M. Kelleher	Expense Reimbursement	-SPLIT-	-45.89
Check	7/18/2007	4070	Les Olson Company	Invoice Number: 0861579-IN	Copying Costs	-184.15
Check	7/18/2007	4071	Utah Counties Insurance Pool	Employee Benefits - July	-SPLIT-	-11,959.58
Liability Check	7/18/2007	4072	Revco Leasing Company, LLC	Invoice Number: 153668	Copying Costs	-362.75
Check	7/18/2007	4073	Verizon Wireless	Invoice Number: 0562779038	Telephone	-65.63
Check	7/18/2007	4074	Thomson West	Customer Number: 1003470433	Dues / Subscriptions	-168.00
Check	7/18/2007	4075	Arthur J. Gallagher & Co.	Invoice Number: 76007	TULIP	-3,300.00
Check	7/18/2007	4076	Office Depot	Account Number: 35538769	-SPLIT-	-722.34
Check	7/18/2007	4077	Pitney Bowes Postage by Phone	Account Number: 8000-9090-0189-5759	Postage	-230.00
Check	7/18/2007	4078	FCP Holdings, LLC	Commercial Lease: 6900 South 900 East, Suite 230	Building Lease	-5,653.38
Check	7/23/2007	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-4,741.10
Check	7/23/2007	VISA	Wells Fargo	Account Number: 4856 2002 0858 1036	Staff Expenses	-133.58
Check	7/23/2007	VISA	Wells Fargo	Account Number: 4856 2002 0789 0792	-SPLIT-	-1,401.04
Check	7/23/2007	VISA	Wells Fargo	Account Number: 4856 2002 0646 9788	-SPLIT-	-3,072.18
Check	7/23/2007	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-2,248.78
Check	7/25/2007	4079	Arthur J. Gallagher & Co.	Invoice Number: 76182	Bonds	-767.00

# Utah Counties Insurance Pool Payments

June 3, 2007 - August 13, 2007

Type	Date	Num	Name	Memo	Split	Amount
Check	8/13/2007	4118	Willow Glen Inn	August 13 Event	Board Expense	-443.00
Total WF-Expense						
WF-Work Comp Expense						
Check	6/8/2007	166	Mountain View Software	Invoice Number: 13354	Information Technology	-330.00
Check	6/27/2007	167	Mountain View Software	Invoice Number: 13313	Information Technology	-1,500.00
Check	7/1/2007	168	Pfeiffer Consulting Group, LLP	Invoice Number: 2007-7	Consultant WC	-1,725.00
Check	7/17/2007	169	Mountain View Software	Invoice Number: 13369	Information Technology	-258.00
Check	8/8/2007	170	Pfeiffer Consulting Group, LLP	Invoice Number: 2007-8	Consultant WC	-1,725.00
Total WF-Work Comp Expense						
						-5,538.00
<b>TOTAL</b>						<b>-312,248.59</b>

# Utah Counties Insurance Pool

## Payments

June 3, 2007 - August 13, 2007

Type	Date	Num	Name	Memo	Split	Amount
Check	7/25/2007	4080	Revo Leasing Company, LLC	Invoice Number: 155856	Copying Costs	-270.00
Check	7/25/2007	4081	Karla Johnson	Expense Reimbursement	-SPLIT-	-123.07
Check	7/25/2007	4082	Verizon Wireless	Invoice Number: 0571150158	Telephone	-65.63
Check	7/25/2007	4083	Office Depot	Account Number: 35538769	Office Supplies	-126.32
Check	7/25/2007	4084	PEHP-LTD	Coverage Period: July 2007	Staff Medical Insurance	-281.16
Liability Check	7/25/2007	4085	Utah Retirement Systems	Unit No: 864 (July 2007)	-SPLIT-	-11,322.06
Liability Check	7/26/2007	ONLINE	Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-3,769.96
Liability Check	7/26/2007	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270760700411...	-SPLIT-	-5,787.94
Liability Check	7/26/2007	ONLINE	Utah State Tax Commission	Transaction Number: 5246768	-SPLIT-	-2,176.75
Liability Check	7/27/2007	ONLINE	QuickBooks Payroll Service	Created by Payroll Service on 07/25/2007	-SPLIT-	-17,123.05
Paycheck	7/30/2007		Anne M. Ayton	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Kathy H. Stone	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Paycheck	7/30/2007		Susan E. Gonce	Direct Deposit	-SPLIT-	0.00
Paycheck	8/9/2007	4086	Utah Safety Council	VOID: Invoice Number: 04835	Loss Control / Training	-452.85
Check	8/13/2007	4094	Qwest	Account Number: 801-565-8500 170B	Telephone	-117.43
Check	8/13/2007	4095	Verizon Wireless	Invoice Number: 0575380928	-SPLIT-	-889.83
Check	8/13/2007	4096	Larson & Company	Invoice Number: 25497	-SPLIT-	-212.50
Check	8/13/2007	4097	Utah Association of Counties	Third Quarter Newsletter	Exhibiting & Sponsorship	-423.92
Check	8/13/2007	4098	American Insurance Services Group	Invoice Number: IS00022225	Information Technology	-217.60
Check	8/13/2007	4099	W. G. Grinders	Invoice Number: 123	Loss Control / Training	-300.00
Check	8/13/2007	4100	Mountain View Software	Invoice Number: 13390	Information Technology	-419.95
Check	8/13/2007	4101	Stratford Publications, Inc.	Reference No.: 1180859-R2	Dues / Subscriptions	-695.07
Check	8/13/2007	4102	Lester J. Nixon	Reimbursable Expenses	-SPLIT-	-424.62
Check	8/13/2007	4103	Sonya J. White	Expense Reimbursement	Staff Expenses	-120.00
Check	8/13/2007	4104	Shaney M. Kelleher	Expense Reimbursement	Loss Control / Training	-120.00
Check	8/13/2007	4105	Brody S. Parker	Expense Reimbursement	Loss Control / Training	-120.00
Check	8/13/2007	4106	Mark W. Brady	Expense Reimbursement	Professional Fees	-750.40
Check	8/13/2007	4107	Christensen & Jensen	Invoice Number: 51789	Copying Costs	-100.82
Check	8/13/2007	4108	Les Olson Company	Invoice Number: 0865896-IN	-SPLIT-	-11,959.58
Liability Check	8/13/2007	4109	Utah Counties Insurance Pool	Employee Benefits - May	Building Lease	-5,653.38
Check	8/13/2007	4110	FCP Holdings, LLC	Commercial Lease: 6900 South 900 East, Suite 230	-SPLIT-	-364.44
Check	8/13/2007	4111	Kathy H. Stone	Expense Reimbursement	Staff Expenses	-60.00
Check	8/13/2007	4112	Susan E. Gonce	Expense Reimbursement	-SPLIT-	-16,914.21
Liability Check	8/13/2007	4093	QuickBooks Payroll Service	Created by Payroll Service on 08/08/2007	Loss Control / Training	-810.00
Check	8/13/2007	4087	Utah Safety Council	Invoice Number: 04835	Telephone	0.00
Check	8/13/2007	4088	Qwest	VOID: Account Number: 801-565-8500 170B	-SPLIT-	0.00
Check	8/13/2007	4089	Verizon Wireless	VOID: Invoice Number: 0575380928	-SPLIT-	0.00
Check	8/13/2007	4090	Larson & Company	VOID: Invoice Number: 25497	-SPLIT-	0.00
Check	8/13/2007	4091	Utah Association of Counties	VOID: Third Quarter Newsletter	Exhibiting & Sponsorship	0.00
Check	8/13/2007	4092	American Insurance Services Group	VOID: Invoice Number: IS00022225	Information Technology	0.00
Check	8/13/2007	4113	W. G. Grinders	VOID: Invoice Number: 123	Loss Control / Training	0.00
Check	8/13/2007	4114	Abbey Inn	Account Number: 346	-SPLIT-	-900.00
Check	8/13/2007	4115	Best Western Town & Country		-SPLIT-	-455.00
Check	8/13/2007	4116	Michael Dyer	Risk Management Program Training	Loss Control / Training	-2,500.00
Check	8/13/2007	4117	Tim Rodriguez	Risk Management Program Training	Loss Control / Training	-244.44
Check	8/13/2007	4117	Cedar Ridge Golf Course	August 14 Event	-SPLIT-	-1,483.20

## Willow Glen Inn

3308 N. Bulldog Rd.  
Cedar City, UT 84720

435-586-3275

Sonya White  
Utah Counties Insurance Pool  
usa

Arrival Date: Monday, August 13, 2007  
Departure Date: Tuesday, August 14, 2007  
Assigned to: Great Room, Old Barn  
Restaurant, Old Barn Room

Date	Charge Description	PreTax Price	QTY	Total Amount	State	Local	Total
6/27/2007	Made Reservation	0.00	1.0	0.00	0.00	0.00	0.00
6/27/2007	Deposit	-250.00	1.0	-250.00	0.00	0.00	-250.00
8/13/2007	Facility Great Room 1/2	160.00	1.0	160.00	0.00	0.00	160.00
8/13/2007	Drinks, Soft Drinks	1.75	20.0	35.00	0.00	0.00	35.00
8/13/2007	Dnr, Flat Iron Steak	18.95	20.0	379.00	0.00	0.00	379.00
8/13/2007	Dssrt, Three Berry Cobl	5.95	20.0	119.00	0.00	0.00	119.00

Spouse \$26.05

Pre Tax: 693.00  
State: 0.00  
Local: 0.00  
Total with Tax: 693.00  
Payments: 250.00  
Amount Due: 443.00







Utah Counties Insurance Pool  
*Supporting Your Goals Since 1992*

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FACSIMILE TRANSMITTAL SHEET

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TO:	FROM:
Jon Carter	Sonya White
COUNTY:	DATE:
Willow Glen Inn, Inc.	6/27/2007
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
435-586-8422	3
RE:	
August 13 Reservations	

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☐ URGENT    ☐ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PER YOUR REQUEST

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NOTES/COMMENTS:

Please accept this fax as confirmation of our upcoming meeting on August 13, 2007. I would like the Great Room in the Old Barn Restaurant set-up in a hollow square for 20 people. If the number attending changes, I will have that to you by July 30.

The Audit Committee will meet at 4:00 p.m. (five people)

Dinner will be served at 6:00 p.m. (20 people)

Board meeting will start at approximately 6:30 p.m. during desert and last till approximately 9:00 p.m.

The menu items selected are: Flat Iron Steak (\$18.95) with Baked Potato and Three Berry Cobbler (\$5.95).

The Insurance Pool is tax exempt (see following TC-721).

You have our business card number for the \$250.00 deposit. This card may also be used for the remainder of the costs (\$160.00 room rental and food).

Please contact me if you have any questions.

Thank you and see you on August 13.





Utah State Tax Commission  
**Exemption Certificate**  
(Sales, Use, Tourism and Motor Vehicle Rental Tax)

**TC-721**  
Rev. 7/01

Name of business or institution claiming exemption (purchaser) <b>Utah Counties Insurance Pool</b>		Telephone Number 801-565-8500	
Street Address PO Box 760, 6900 South 900 East, Suite 230	City Midvale	State UT	Zip Code 84047
Authorized Signature <i>Sonya White</i>	Name (please print) Sonya White	Title Manager of Administration	
Name of Vendor or Supplier: Willow Glen Inn, Inc.		Date June 26, 2007	

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, SLC Utah 84134. Telephone (801) 297-2200, or toll free 1-800-662-4335.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
**Keep it with your records in case of an audit.**

Sales tax account numbers with an "H" prefix are not to be used for tax-free purchases for resale.

- ☐ **RESALE OR RE-LEASE** Sales Tax License No. \_\_\_\_\_  
I certify that I am a dealer in tangible personal property or services and that the tangible personal property or services purchased are for resale or re-lease. If I use or consume any tangible personal property or services that I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax on the proper cost thereof directly to the Tax Commission on my next regular sales and use tax return.
- ☐ **AGRICULTURAL PRODUCER**  
I certify that the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. Failure to report these sales on the informational lines of the vendor's sales and use tax return may subject the seller to a penalty equal to the lesser of \$1000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.
- ☐ **BUILDING MATERIALS USED OUTSIDE UTAH**  
I certify that the building materials and equipment purchased will be incorporated into real property outside the State of Utah, and that the state of use will not allow credit for sales or use tax paid to Utah.  
Vendor invoice number: \_\_\_\_\_ Date: \_\_\_\_\_  
Location of job outside Utah: \_\_\_\_\_
- ☐ **COMMERCIAL AIRLINES**  
I certify that the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.
- ☐ **COMMERCIALS, FILMS, AUDIO AND VIDEO TAPES**  
I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.
- ☐ **CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR RELIGIOUS AND CHARITABLE ORGANIZATIONS**  
I certify that the construction materials purchased are purchased on behalf of a public elementary or secondary school or religious or charitable organization. I further certify that the purchased construction materials will be installed or converted into real property owned by the school or religious or charitable organization.  
Name of school or religious or charitable organization: \_\_\_\_\_  
Name of project: \_\_\_\_\_
- ☐ **FUELS, GAS, ELECTRICITY** Sales Tax License No. \_\_\_\_\_  
I certify that all gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes. Include the business Standard Industrial Code, and state the predominant use of the fuel covered by the exemption.  
Standard Industrial Code: \_\_\_\_\_ Use of the fuel: \_\_\_\_\_
- ☐ **HOME MEDICAL EQUIPMENT**  
I certify that the medical equipment purchased is eligible for payment under Title 18 or Title 19 of the federal Social Security Act, is prescribed or authorized by a licensed physician for the treatment of a medical illness or injury or as necessary to mitigate an impairment resulting from illness or injury, and will be used exclusively by the person for whom it was prescribed. **SALES OF SPAS OR SAUNAS ARE TAXABLE.**
- ☐ **LEASEBACKS**  
I certify that the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.
- ☐ **STEEL MILL EXEMPTION**  
I certify that the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in SIC code 3312.



☐ **MANUFACTURING MACHINERY AND EQUIPMENT EXEMPTION FOR NEW OR EXPANDING OPERATIONS, NORMAL OPERATING REPLACEMENTS, OR SCRAP RECYCLING** Sales Tax License No. \_\_\_\_\_

I certify that the manufacturing machinery or equipment purchased is for use in new or expanding operations or for normal operating replacements in a Utah manufacturing facility described within the SIC Codes of 2000-3999 or in a qualifying scrap recycling operation. This exemption does not apply to parts or services for repairs or maintenance. **A SEPARATE EXEMPTION CERTIFICATE MUST BE PRESENTED FOR EACH SUBSEQUENT PURCHASE, AT THE TIME OF PURCHASE.** Failure to report these purchases on the informational lines of the manufacturer's or scrap recycler's sales and use tax return may subject the manufacturer or scrap recycler to a penalty equal to the lesser of \$1000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.

☐ **SEMICONDUCTOR FABRICATING OR PROCESSING MATERIAL EXEMPTION**

I certify that the fabricating or processing material purchased is for use in manufacturing or fabricating semiconductors. Beginning on July 1, 2001 through June 30, 2002, 10% of the sale is exempt. Beginning July 1, 2002 through June 30, 2003, 50% of the sale is exempt. Beginning July 1, 2003 through June 30, 2004, the entire amount of the sale is exempt. Failure to report these purchases on the information line of the semiconductor manufacturer's sales and use tax return may subject the semiconductor manufacturer to a penalty equal to the lesser of \$1,000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.

☐ **MUNICIPAL ENERGY SALES AND USE TAX EXEMPTION**

I certify that the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code Section 59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

☐ **POLLUTION CONTROL FACILITY**

Sales Tax License No. \_\_\_\_\_

I certify that our company has been granted a "Certification of Facilities" as provided for by Utah Code Ann. Sections 19-2-123 through 19-2-127 and as explained in Sales Tax Rule R865-19S-83 by either the Air Quality Board or the Water Quality Board. I further certify that each item of tangible personal property purchased under this exemption is qualifying machinery or equipment for this purpose.

☐ **RELIGIOUS OR CHARITABLE INSTITUTION**

Sales Tax Exemption No. \_\_\_\_\_

I certify that the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the vendor and purchaser. CAUTION:** The normal charitable and religious exemption does not apply to purchases of Olympic merchandise unless the exempt entity is purchasing Olympic merchandise for resale. I certify that any Olympic merchandise purchased under this exemption will be resold and that I have obtained a Utah sales and use tax account number for this purpose.

☐ **SKI RESORT EXEMPTION**

Sales Tax License No. \_\_\_\_\_

I certify that the snowmaking equipment, ski slope grooming equipment or passenger ropeways purchased are to be paid directly with funds from the ski resort noted on the front page of this form. Failure to report these purchases on the informational lines of the ski resort's sales and use tax return may subject the ski resort to a penalty equal to the lesser of \$1000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.

☐ **TOURISM/MOTOR VEHICLE RENTAL TAX EXEMPTION**

I certify that the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; that the lease will exceed 30 days; that the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, that the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

☐ **UNITED STATES GOVERNMENTAL OR NATIVE AMERICAN TRIBAL EXEMPTION**

I certify that the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of essential governmental or tribal functions. **"Directly" does not include per diem, entity advances, or similar indirect payments.**

☒ **UTAH STATE AND LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS**

Sales Tax License No. E85391

I certify that the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of that entity's essential functions. If the purchaser noted on the front page of this form is a Utah state or local government, I certify that these construction materials will be installed or converted into real property by employees of this government entity. If the purchaser noted on the front page of this form is a public elementary or secondary school, I certify that these construction materials will be installed or converted into real property owned by this school. **"Directly" does not include per diem, entity advances, or similar indirect payments. CAUTION:** This exemption does not apply to government or educational entities of any other states.

To be valid this certificate must be filled in completely, including a check mark in the proper box.  
Please sign, date and, if applicable, include your license or exemption number.

**NOTE TO VENDOR** – Keep this certificate on file since it must be available for audit review.

**NOTE TO PURCHASER** – Keep a copy of this certificate for your records. You are responsible to notify the vendor of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at (801) 297-3811 or TDD (801) 297-3819. Please allow three working days for a response.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
**Keep it with your records in case of an audit.**





3308 N. Bulldog Rd.  
Cedar City, UT 84720  
435-586-3275 Phone  
435-586-8422 FAX

**Willow Glen Inn, Inc.**

# Fax

<b>To:</b> Sonya White	<b>From:</b> Jonathan Carter
<b>Fax:</b> 801-568-0495	<b>Pages:</b> 9 including this cover sheet
<b>Phone:</b> 801-565-8500	<b>Date:</b> June 22, 2007
<b>Re:</b> Menu	<b>CC:</b>

☐ Urgent    ☐ For Review    ☐ Please Comment    ☐ Please Reply    ☐ Please Recycle

• **Comments:**

Sonya,

The following menu is representative of our food service offerings. However, we are not limited to the items on this menu. Please let me know if you would like something not on the menu. Chances are good we can provide it.

Thanks for your interest in Willow Glen. We look forward to serving you.

Jonathan Carter  
Willow Glen Inn

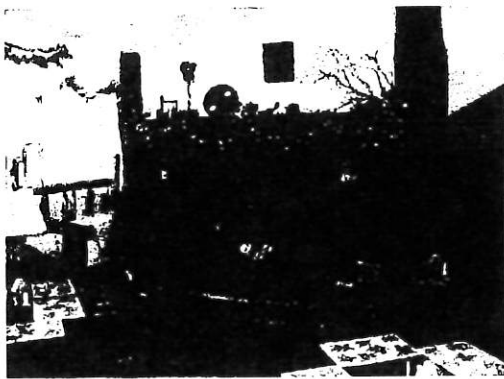




## Parties & Reunions at Willow Glen Inn 2007

Celebrate your occasion at Cedar City's most sought after event venue. Willow Glen Inn is a wonderful setting for indoor events up to 120 guests and outdoor events up to 400 guests. Family reunions, company parties, high school class reunions and anniversary parties are just some of the events that find Willow Glen the place to be.

You and your guests will enjoy our beautiful landscaped grounds complete with romantic waterfalls and Willow Glen's party cuisine. While outdoor events are wonderful, our reception center provides easy escape from inclement weather so rain is never a concern.



We have a variety of affordable event options with and without food service. At Willow Glen we offer a tradition of thoughtful and helpful service. Our experienced staff will work with you every step of the way to help make your event the happy occasion it should be.

Willow Glen Inn

3308 N. Bulldog Rd., Cedar City, UT, 84720, 435-586-3275, <http://www.willowgleninn.com>

Revised May 14, 2007





## Catering

Hors d'oeuvres Service		
#	Description	Price
1	French Pastry with Andy's Mint, Fruit Cup and Punch	3.75
2	French Pastry and Fruit Slice served with Andy's Mint and Frappe	4.00
3	Pastry and Sandwich served with Andy's Mint and Frappe	4.25
4	Pastry, Sandwich and Fresh Fruit Cup served with Frappe and Andy's Mint	4.50
5	Sandwich, Fresh Fruit Cup, French Pastry and Punch	4.75
6	Sandwich, Fresh Fruit Cup, Cheesecake and Punch	5.25
7	Chicken Hawaiian Kabob, Party Quiche, Fresh Fruit Cup, French Pastry and Frappe	5.75
8	Chicken Hawaiian Kabob, Beef Brochette, Party Quiche, Fresh Fruit Cup, French Pastry and Frappe	6.75
9	Sandwich, Party Quiche, Custard Fruit Torte, Chicken Sundried Tomato Wrap, two French Pastries, Punch	8.25
10	Custom designed refreshments	TBA

### Pastry Choices

Jelly Filled Sheet Cake  
Frosted Brownie  
Carrot Cake  
Desert Bars  
Celebration Cakes .35 ea

### French Pastry Choices

Mini-Eclair  
Tarts (Cheesecake or Fruit)  
Cream Puffs  
Tuxedo Petits Fours & Bon-Bons  
Cheesecake ½ Slice .95 ea

### Sandwich Choices

Croissant Ham, Turkey, Roast Beef  
Croissant Swiss, Cheddar, Provolone  
Hawaiian Chicken Kabob  
2 Chicken Salad Puffs  
2 Ham Salad Puffs

### Fruit Choices

4 oz. Fresh Fruit Cup  
Melon Wedge  
Chocolate Dipped Strawberry 1.15 each  
Custard Fruit Torte 1.55 ea  
Chocolate Waffle Basket 1.55 ea

### Add to Any Plate

Spanakopita .75  
Portabella Mushroom Purse .95  
Chicken Sundried Tomato Wrap .95  
Your wedding cake .95  
Hawaiian Chicken Kabob 1.45  
Beef Brochette 1.95  
Cheesecake ½ Slice 1.95

Andy's Mint .15  
Party Quiche .75  
Plastic Champaign Flutes .95  
Bring Your Own Alcohol 1.25  
Bacon Wrapped Scallops 2.19  
Silver Punch Fountain 100.00  
Punch in Fountain .75/person



Meltaways



Xangos Original



Toffee Crunch Blondie



Rockslide Brownie

Willow Glen Inn

3308 N. Bulldog Rd., Cedar City, UT, 84720, 435-586-3275, <http://www.willowgleninn.com>

Revised May 14, 2007

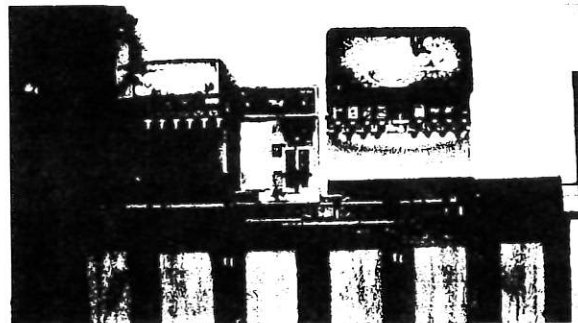
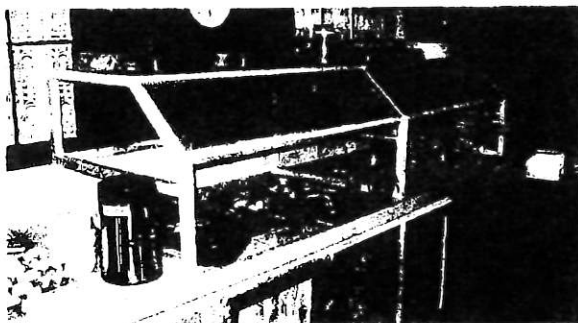


Luncheon Buffet		Min.
Description	Price	Order
<b>Salad Bar:</b> Tossed greens including Iceberg lettuce, Romaine lettuce and Spinach with separate toppings such as Cherry tomatoes, Red Cabbage, grated Carrots, Cucumbers, Bacon bits, grilled Chicken cubes, Olives and Pickles.	6.95	20
<b>Soup &amp; Salad Bar:</b> Choice of soup with green salad	8.95	20
<b>Sandwich Bar:</b> Served with French Baguettes or Hoagie rolls, choice of Sliced Roast Beef, Turkey or Ham and Cheddar, Swiss or Provolone cheese. Includes Green Leaf Lettuce, sliced Tomatoes, Pickles, Olives, Fresh Fruit in season.	9.95	20
<b>Potato Bar:</b> Baked Russet Potatoes, shredded Cheese, Bacon Crumbles, Olives, Sundried Tomatoes, Pickles, Fresh Fruit in season, Sour Cream and Butter.	10.95	20
<b>Roasted Mesquite Panko Chicken:</b> Tender Chicken Breast covered with Mesquite seasoned Panko Bread Crumbs.	12.95	10
<b>Baked Salmon Filet:</b> Baked Atlantic Salmon lightly seasoned with Lemon Pepper and served with a Lemon wedge.	13.95	10
<b>House Salad:</b> Tossed greens including Iceberg lettuce, Romaine lettuce and Spinach with Cherry tomatoes, Red Cabbage, grated Carrots and Cucumbers with your choice of two dressings.	2.95	20
<b>Custom Made Entrées</b>	TBA	TBA

Unlimited soft drinks including Pepsi products such as Dr. Pepper, Mug Root Beer, Mountain Dew, Pink Lemonade, Coffee and Tea are available for \$1.75 per person.

Prices above are for buffet style service. Add \$2 per plate for full table service. Price includes one hour facility rental. Additional time is available for extra charge. Buffet service is most suitable for groups of 40 or less.

Menus are representative of available food service. Please let us know if you don't see what you need. Changes are good we can provide it.



Willow Glen Inn

3308 N. Bulldog Rd., Cedar City, UT, 84720, 435-586-3275, <http://www.willowgleninn.com>

Revised May 14, 2007





Flat Iron Steak \$18.95

Entrées Description	Price	Min. Order
Child Chicken Strips	6.49	1
Child Fish Sticks	6.49	1
Child Chile Corn Chips: Mild Chile served over Corn Chips, a Cub Scout favorite.	7.49	1
Child Corn Dogs: The traditional batter coated Hot Dog on a stick.	7.95	1
Child Pizza: Child Size topped with your choice of cheese or pepperoni.	7.95	1
Roasted Mesquite Panko Chicken: Tender Chicken Breast covered with Mesquite seasoned Panko Bread Crumbs.	14.95	1
Dutch Oven Chicken: Mixed chicken pieces Dutch Oven baked in Barbecue Sauce.	14.95	8
Baked Salmon Filet: Baked Atlantic Salmon lightly seasoned with Lemon Pepper and served with a lemon wedge.	15.95	1
Barbecue Roast Beef: Choice Beef roasted in Barbecue Sauce until tender.	15.95	8
Chicken Cordon Bleu: Roasted Chicken Breast stuffed with Swiss Cheese and Ham.	15.95	1
Chicken Parmesan: Baked, lightly seasoned and breaded chicken breast cutlet topped with melted Mozzarella Cheese and served over pasta with Marinara Sauce instead of potatoes.	15.95	1
Roasted Turkey Breast: The traditional favorite served with cranberry sauce and gravy.	15.95	8
NY Steak: NY Style Beef Steak cooked to order. Choice of Mesquite Seasoning or Demi Glace.	18.95	1
Prime Rib: Slow roasted and served with Au Jus and Horseradish Sauce.	19.95	10
Rib-eye Steak: Broiled and cooked to order. Choice of Mesquite Seasoning or Demi Glace.	22.95	1
Buffalo Sirloin: Genuine American Bison, the heart friendly alternative to Beef. Cooked to order with your choice of Mesquite Seasoning or Demi Glace.	22.95	14
Crab Stuffed Orange Roughy: Light and flaky white fish baked with stuffing containing genuine crab chunks. Served with a fresh lemon wedge.	25.95	12
Fillet Mignon Merchan Der Van: Tender Beef Filet marinated in Red Wine. Cooked to order with Red Wine Demi Glace.	27.95	4
Custom Made Entrées	TBA	TBA

All our adult entrées include fresh green salad with your choice of dressing, French Baguette or Sour Dough bread with butter, mixed garden vegetables and your choice of Baked Potato, Dutch Oven Potatoes or Rosemary Roasted Red Potatoes.

Unlimited soft drinks including Pepsi products such as Dr. Pepper, Mug Root Beer, Mountain Dew, Pink Lemonade, Coffee and Tea are available for \$1.75 per person.

Children's meals are intended for children under 10 and are served with bread and butter and your choice of Macaroni & Cheese or same potato as the adult meals. Unlimited Soft Drinks are included. Vegetables and Salad are available for \$1.95 per child.

Prices above are for full table service and include two hours facility rental. Additional time is available at extra charge. Prices do not include tax or gratuity.



Willow Glen Inn

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Desserts		Min.
Description	Price	Order
Dessert Bars: Mountain Carmel, Oatmeal, Lemon, Seven Layer Rhapsody. 1.75" x 2" rectangles served buffet style.	.79	120
Dessert Bars: Luscious Lemon, Meltaways, Carmel Apple, Chocolate Raspberry. 1.75" x 2" rectangles served buffet style.	.79	120
Dessert Bars: Classic chocolate brownie. 1.75" x 2" rectangles served buffet Style.	.79	120
Tuxedo Bonbons & Petits Fours: Assorted flavors including chocolate fudge, almond, mint and pecan. Served buffet style.	.79	144
Raspberry Filled white sheet cake: Traditional 16" x 24" cake provides 96 2" x 2" squares, 64 2" x 3" rectangles or 24 4" x 4" squares, etc.	59.00	1
Orange Cream Sickle: Vanilla Ice Cream surrounded by Orange Sickle on a Stick.	2.19	8
Sunday Cone: Vanilla Ice Cream in a Waffle Cone topped with Chocolate & Nuts.	2.95	8
Apple Gallette: Apple and Raisin filling on flaky Puff Pastry served with Vanilla Ice Cream.	3.95	8
Peach Cobbler: Served with Vanilla Ice Cream.	3.95	1
Apple Cobbler: Served with Vanilla Ice Cream.	4.95	1
Apple Pie: "Mom's Apple Pie" served with Vanilla Ice Cream.	4.95	8
Carrot Cake: Served with Vanilla Ice Cream	4.95	16
Key Lime Cheesecake: Garnished with White Chocolate Sauce and a wafer thin slice of fresh Lime.	4.95	14
Pumpkin Pie: The traditional favorite served with Vanilla Ice Cream.	4.95	8
Strawberry Angel food Cake: Light and refreshing, Strawberries and Whipped Topping on Angel food Cake.	4.95	1
White Chocolate Raspberry Cheesecake: White Chocolate Cheesecake with Raspberry Swirl garnished with White Chocolate Sauce and Fresh Raspberries.	5.95	14
Tuxedo Raspberry Cheesecake: Chocolate and White Chocolate Cheesecake garnished with White Chocolate Sauce and fresh Raspberries.	5.95	14
Cherry Pie: "Mom's Cherry Pie" served with Vanilla Ice Cream.	5.95	8
Three Berry Cobbler: Blue Berries, Black Berries and Red Raspberries baked in individual ramekins and served with Vanilla Ice Cream. A Berry lovers delight.	5.95	1
Xtreme Supreme Chocolate Cake: Not for the faint of heart. Layers of Chocolate, Chocolate and more Chocolate surrounded by Chocolate Frosting and Chocolate Chips garnished with White Chocolate Sauce and fresh Raspberries.	6.95	14
Bananas Foster Cheesecake: Inspired by the original New Orleans favorite. Cheesecake with a hint of banana garnished with caramel sauce and fresh banana slices.	6.95	14
Chocolate Xstacy: Our most spectacular dessert. Five types of Chocolate in an individual bundt cake served with Vanilla Ice cream and Brandy Flavored Spun Sugar garnish.	8.95	1
Custom Made Desserts	TBA	TBA

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## Entertainment

Entertainment at Willow Glen can be as simple as play your own CD or as sophisticated as a full orchestra. We can provide a DJ that specializes in event music as well as various types of live musical groups. Listed below are some popular options.

DJ by Batt Mobile Audio Video Productions	Price
<b>Simply Elegant Sound Package.</b> Includes large digital sound library, professional MC, personal consultation, DJ equipped with wireless handheld microphone for announcing special events and interactivity for up to 3 hours.	\$395
<b>Simply Irresistible Sound Package</b> Includes professional MC, large digital music library, wireless microphone, video karaoke with video monitor and microphones for you and your guests for up to 3 hours. If you find singing simply irresistible, then this package is for you.	\$495
<b>Dreamy Sound Package</b> Includes professional MC, large digital music library, wireless microphone, basic effect lighting, bubbles and fog for up to 3 hours.	\$495
<b>Heavenly Sound Package</b> Includes professional MC, large digital music library, wireless microphone, 10 foot aluminum truss with intelligent lighting, mirror ball or mirror cylinder, effect lighting, bubbles and fog for up to 3 hours.	\$595
<b>Unforgettable Sound Package</b> Includes professional MC, large digital music library, wireless microphone, 10 foot aluminum truss with intelligent lighting, mirror ball or mirror cylinder, effect lighting, bubbles and fog, your choice of one video display (10 foot screen, 42" plasma display or digital picture frame) for up to 3 hours.	\$795
<b>Additional Time</b> per hour	\$125

Live Performance	Price
Solo Musician, 3 hours	\$150-\$250
Too Much Fun, Duet, 3 hours jazz, pop, country and folk music	\$350
Too Much Fun, Trio, 3 hours jazz, pop, country and folk music	\$450
Safire, Violin, Cello, Piano, 3 hours contemporary and classical favorites	\$450
Bar G Wranglers, 2 hours music and humor of the old west	\$1295

Live music is tailored to your needs. Please let us know if you would like something not on the list or a special performance of any kind. We will do our best to arrange it for you.

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## Party/Reception Policies

1. **Payment.** A non-refundable deposit of \$250 is required to book your event. DJ and bands require a separate \$150 deposit. These deposits are non-refundable if the reservation is canceled. The balance must be paid in full two weeks prior to the event.
2. **Catering.** At Willow Glen Inn we take pride in our food selection and quality; therefore, the complete menu must be catered through Willow Glen. No other food items, including party favors, may be brought in. Be sure to make a careful count of all expected guests because we only prepare food for the number of guests on your order. You will be billed for the amount ordered.
3. **Alcohol.** Alcoholic beverages can not be provided by Willow Glen. Private parties, which are closed to the public and by invitation only may bring their own alcoholic beverages. A \$1.25 per guest handling and cleaning charge applies to parties with alcoholic beverages.
4. **Smoking.** We ask that all guests refrain from smoking while in Willow Glen Buildings.
5. **Tax and Gratuities.** Tax and gratuities are not included in listed prices. Applicable sales and restaurant tax will be applied to all reservations as required by the state of Utah. We suggest a 12% gratuity for servers be applied to all reservations that include plated and served meals.
6. **Decorations.** You may bring decorations to personalize your event subject to approval by Willow Glen management. The use of confetti, glitter, silly string, party poppers or throwing rice is prohibited. Signage and decorations shall be approved by Willow Glen. Signage may not be adhered to walls or windows in any Willow Glen buildings. The use of tacks, glue, nails, staples, or any other type of fasteners to hang signage or decorations is prohibited. In addition, if cars are decorated, please clean up the adjoining area.
7. **Drayage, Storage and Freight.** There is not an available facility at Willow Glen for bulk storage. All deliveries must be coordinated in advance with Willow Glen. Additional charges will apply for storage, early arrival, and loading/unloading labor.
8. **Advertising.** Event advertising and marketing campaigns shall not begin until Willow Glen has received all required signed documentation and payments unless agreed upon in writing. Advertising banners and signs on Willow Glen property shall be approved by Willow Glen management. Repair or replacement of any damage caused by advertising banners and signs will be invoiced to the Event Organizer post event.
9. **Changes.** All changes must be made in writing and may entail extra cost. Changes less than 5 days prior to event require General Manager approval. Date changes are subject to availability and entail a \$250 fee.
10. **Price and Availability.** Prices and availability are subject to change without notice and are not guaranteed until a reservation with deposit is made.
11. **Duration.** Our facilities are scheduled by the hour. Packages and meal service include specific facilities for listed durations. Additional time including decorating and set up of special equipment can be scheduled subject to availability for an extra fee. Facilities should be vacated no later than 1/2 hour after scheduled ending time. Overtime will be billed at current rates.
12. **Fire Safety.** In general, no open flames are allowed at any time, anywhere in Willow Glen Buildings. Exceptions to this rule, such as chafing pans, must be approved by Willow Glen management. Marked exits must not be locked or blocked in any way. A three foot wide, unobstructed aisle shall be maintained from the center of each room to all marked exits. Exit signs and emergency lights must not be covered.
13. **Damage.** You are responsible and will be charged for any objects that are damaged or removed from Willow Glen. All trash must be placed in trash receptacles.
14. **Liability.** Willow Glen reserves the right to inspect and control all functions. Willow Glen cannot assume responsibility for damage to or loss of any guest property, or for theft of articles left on the premises prior to, during, or following any event.
15. **Children.** For their safety, children attending events should remain with their parents and must not be allowed to roam unattended.
16. **Promotional Use.** You agree to give Willow Glen the right to photograph your event and use the resulting images for promotional purposes.

Willow Glen Inn desires to make your event a very special and memorable occasion. Please let us know if there is anything we can do to help make this important event everything you hope it to be. We believe the above policies will help ensure your guests have a safe and enjoyable experience. Your reservation with deposit means you understand and will comply with these policies.

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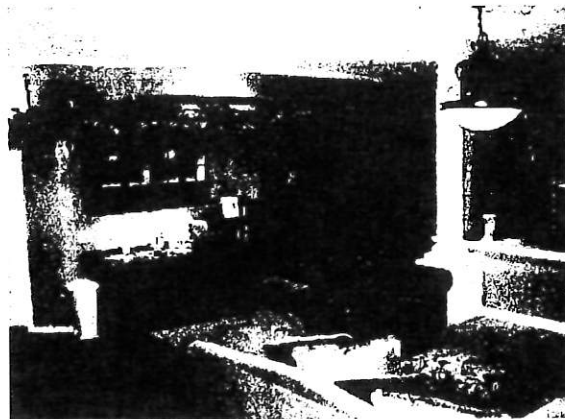
### Color Country's Most Unique Country Inn



Willow Glen was established in 1972 on a ten-acre farm near Cedar City Utah and became a Bed & Breakfast Inn in 1982. Willow Glen has 10 units with a total of 14 bedrooms in four separate buildings. Some of the nicest rooms in the area are at Willow Glen Inn. Our rooms range in price from \$59 to \$195 per night. They include luxury suites designed for honeymoon and romantic getaways, family & small group suites, and some economy units. All come uniquely furnished and decorated. They all feature queen size or larger beds. All have private entrances and private baths. A full breakfast is included with your stay at Willow Glen.

Guests enjoy our landscaped yards and gardens with intimate walking paths. Family and business groups find our reception center and picnic areas perfect for weddings, receptions, company parties, class reunions and other events ranging from 50-300 people.

Willow Glen is open year round with each season of the year having its special attractions of birds, gardens, weather and room decorations.



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